Supreme Court, U.S.
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No. _____

In the Supreme Court of the United States

ON THE HOUSE SYNDICATION, INC., and CAREY BROTHERS, INC., on behalf of themselves and all others similarly situated,

Petitioners,

v.

FEDERAL EXPRESS CORPORATION,

Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. Whether the Ninth Circuit erred, in following five other circuits that are in conflict with the Sixth and Seventh Circuits, by applying principles of federal common law to exercise subject matter jurisdiction over a contract claim against an interstate air cargo carrier following the enactment of the Airline Deregulation Act, 49 U.S.C. § 40120, and this Court's decision in *American Airlines, Inc. v. Wolens*, 513 U.S. 219 (1995).

2. Whether, contrary to the teachings of *Wolens*, the Ninth Circuit erred in refusing to apply core contract doctrines, such as *contra proferentum* and futility, in construing and enforcing an air carrier contract.

PARTIES TO THE PROCEEDINGS BELOW

On the House Syndication, Inc. and Carey Brothers, Inc., were the plaintiffs, appellants, and cross-appellees below. Federal Express Corporation was the defendant, appellee, and cross-appellant below.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Rule 29.6 of the Rules of this Court, Petitioners On the House Syndication, Inc., and Carey Brothers, Inc., state the following:

Petitioners are both privately owned corporations. Neither is owned, in whole or in part, by a parent company or by a public company.

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PETITION FOR A WRIT OF CERTIORARI

On the House Syndication, Inc. and Carey Brothers, Inc., on their own behalf and on behalf of all others similarly situated, respectfully petition for a writ of certiorari to review the judgment of the United States Court of Appeals for the Ninth Circuit in this case.

PRELIMINARY STATEMENT

This case concerns an unprecedented expansion of federal jurisdiction over state law contract claims involving interstate air carriers subject to the Airline Deregulation Act of 1978, 49 U.S.C. § 41713 *et seq.* (the "ADA"). Prior to 1978, the federal government regulated interstate airfares and the terms and conditions of the air carriage of goods. Congress enacted the ADA to deregulate the domestic airline industry and allow competition and market forces to determine industry practices. To prevent local interference with these goals, Congress preempted the states from enacting or enforcing laws related to airline prices, routes, or services. Congress preserved, however, all existing legal remedies that did not threaten the goals of deregulation under the ADA.

This Court has recently explored the reach of the ADA's preemption and savings clauses, but that decision has spawned enormous confusion among eight different circuits. In *American Airlines v. Wolens*, 513 U.S. 219 (1995), this Court explained that the ADA's preemption clause prohibits states "from imposing their own substantive standards with respect to rates, routes, or services, but not from affording relief to a party who claims and proves that an airline dishonored a term the airline itself stipulated." *Id.* at 232-33. Accordingly, this Court held that the ADA does not preempt state law contract claims that do not allege any violation of a state-imposed law, rule, regulation, or standard. *Id.* at 233.

Notwithstanding that clear direction in *Wolens*, the Ninth Circuit below exercised jurisdiction over a routine breach-of-contract dispute that arose solely from the obligations expressed in the parties' agreement. The Ninth Circuit's assumption that the ADA permits federal question jurisdiction over air carrier contract disputes transforms the limited role of federal common law in this field envisioned by Congress, and cannot be squared with this Court's consistent interpretations of the ADA. Significantly, the Ninth Circuit's erroneous decision builds upon erroneous decisions of the Second, Third, Fourth, Fifth, and Eighth Circuits, and conflicts with holdings of the Sixth and Seventh Circuits. These divergent judgments necessitate this Court's guidance on whether federal common law governs routine breach-of-contract claims, and the extent to which the ADA preempts generally recognized doctrines of state contract law. Given the widespread and mature conflict among the circuit courts on these issues, this Court's review is warranted.

OPINIONS BELOW

The opinion of the court of appeals (Pet. App. 12a-13a) is not reported. The opinion of the district court (Pet. App. 12a-13a) is not reported.

JURISDICTION

The judgment of the court of appeals was entered on September 3, 2003. On December 23, 2003, Justice O'Connor extended the time for filing a petition for a writ of certiorari to and including January 28, 2004. Pet. App. 51a. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS INVOLVED

Pertinent sections of the Airline Deregulation Act are reproduced at Pet. App. 42a.

STATEMENT OF THE CASE

1. Federal Express ("FedEx") is the world's largest express delivery service and is certified by the Federal Aviation Administration as an all-cargo air carrier. FedEx offers customers six different tiers of shipping services that promise delivery by specified dates and times. Pet. App. 56a-58a. Under this system, FedEx customers are able to request in advance whether their package will arrive at its destination within a few days, overnight, or before 10:30 a.m. on the following business day. Pet. App. 56a - 58a. Costs for each tier of service correlate to the delivery priority requested by the customer, with higher charges for expedited deliveries. Pet. App. 111a.

Each FedEx shipment is arranged using an order form known as a FedEx USA Airbill ("Airbill") that explains the basic terms and costs of the delivery services. Pet. App. 85a - 86a. The Airbill incorporates by reference the FedEx Service Guide ("Service Guide"), a more than 120 page document containing additional terms governing the delivery services. Together, the Airbill and the Service Guide formed the contract between the parties at issue in this case.

Both the Airbill and the Service Guide undisputedly promised a full refund for any service failures outside certain disclaimers and exceptions. Pet. App. 255a *et seq*. Thus, if FedEx failed to deliver a priority package by 10:30 a.m. the next day as requested, FedEx would be contractually obligated to offer the customer a refund. The FedEx Service Guide also clearly stated that the terms in the Service Guide—including the money- back guarantee—could only be amended by the written authorization of FedEx's Senior Vice President of Marketing and Corporate Communications. Pet. App. 209a.

The United Parcel Service ("UPS") is a cargo delivery service and FedEx's main competitor in the express shipping business. In August 1997, UPS employees went on strike. As a result of the UPS strike, FedEx recorded a significant increase in shipping volume. This record volume, however, proved too great for FedEx's distribution network and resulted in over nine million service failures on customer contracts during the UPS strike.

FedEx anticipated that it would be unable to absorb the many UPS customers who would flock to it during the UPS strike, so it sought obliquely to avoid its contractual obligations while profiting as much as possible. On July 31, 1997, FedEx issued a press release stating that "[a]s provided in our Service Guide and until further notice, we will not offer money-back guarantees." Pet. App. 47a - 48a. The substance of that press release was reported in only one newspaper on August 1, 1997, the day after it was "released." Further, FedEx delayed communicating that position electronically to its customers until August 6, 1997. The record also confirms that FedEx's Senior Vice President of Worldwide Marketing did not regard the press release as a revision or change to the Service Guide, as required for a valid amendment. Subsequently, on August 8, 1997, FedEx issued an amendment to the Service Guide (the "Amendment") providing that the money-back guarantee was suspended until further notice, and purporting to make the Amendment retroactive to July 31, 1997. Pet. App. 49a - 50a.

These after-the-fact alterations to the Service Guide allowed FedEx to avoid the refunds triggered by its late deliveries. Throughout the UPS strike, FedEx refused to honor the money-back guarantee set forth in the Service Guide. When customers called to request a refund for a late delivery, a FedEx recording advised them as follows:

> Thank you for calling FedEx Customer Account Services. Due to the recent service disruption at UPS, we have temporarily suspended our money-back guarantee on shipments tendered from July 31st until August 23rd. No refunds, credits or service downgrades can be permitted during this time frame.

As a result of the UPS strike, FedEx obtained approximately $150 million dollars in incremental revenues. Consequently, FedEx posted a record profit for the normally slow summer quarter. That profit, though, came at the expense of its customers, who were required to pay for services they did not receive, and who were deprived of the benefits of FedEx's guarantee at a time when it was still a contractually binding obligation.

2. Petitioners, On the House Syndication, Inc. and Carey Brothers, Inc., originally filed this action in the Superior Court of San Diego County, California. FedEx then timely removed the action to the district court for the Southern District of California solely on the basis that the claims arose under federal common law. Pet. App. 39a - 41a. FedEx's removal was predicated on established Ninth Circuit precedent holding that breach-of-contract claims involving an air carrier's duties are governed by federal common law, so Petitioners did not move to remand. Petitioners then filed an amended complaint asserting two contract claims: first, that FedEx breached its delivery contract by charging Petitioners, and similarly situated persons, for expedited deliveries that it failed to perform (the "Excess Charges Claim"); and, second, that FedEx breached its delivery contract by refusing to honor the money-back guaranty contained in the Service Guide for service failures occurring between July 31, 1997 and August 8, 1997 (when it actually amended the terms of the Service

Guide) (the "Money-Back Guarantee Claim"). Petitioners included no additional causes of action or grounds for relief.

3. Both parties then moved for summary judgment on Petitioners' contract claims. On April 6, 2000, the district court granted and denied each of the summary judgment motions in part, finding in favor of Petitioners on the Money-Back Guarantee Claim, and in favor of FedEx on the Excess Charges Claim. The district court first considered whether Petitioners' claims were preempted by the ADA. Relying on this Court's decision in *Wolens* and the Ninth Circuit's decision in *Read-Rite Corp. v. Burlington Air Express, Ltd.*, 186 F.3d 1190 (9th Cir. 1999), the district court concluded that Petitioners' "routine" "claim for breach of contract" turned exclusively on the terms of the parties' agreement with "no need to analyze . . . common law rights and policies" to resolve the parties' dispute. Pet. App. 28a. The district court did not, however, consider whether that conclusion eliminated the basis for federal question jurisdiction invoked by FedEx.

Then, on June 28, 2000, the district court denied FedEx's motion for reconsideration holding, *inter alia*, that the contract's *force majeure* provision was irrelevant in the context of the "third-party strike of UPS in this case" and expressly finding that Petitioners were excused from making a claim to FedEx prior to bringing suit because any such claim "would have been futile." Pet. App. 36a.

After discovery and further proceedings, the district court certified a class consisting of persons suffering service failures during the period between July 31, 1997 and August 7, 1997. Notice of the pending class was then mailed to approximately 400,000 class members in November 2001. On June 17, 2002, the district court entered final judgment.

4. On appeal, the Ninth Circuit reversed in part and affirmed in part. The panel issued three separate opinions: an unsigned opinion of the court, a concurrence in part accompanied by a concurrence in the result, and a dissent.

The panel majority opinion expressly confined its analysis to the "import of the language" in the Amendment and the Service Guide. Pet. App. 4a. Interpreting the parties' contract, the majority opinion reversed the grant of summary judgment in favor of Petitioners on the Money-Back Guaranty Claim and awarded summary judgment in favor of FedEx. The majority opinion reasoned that customers who contracted with FedEx during the class period "were, or should have been, aware of FedEx's interpretation of its Service Guide" as stated in the press release. Pet. App. 4a. The majority opinion conceded, *sub silentio*, that the press release could not properly amend the Service Guide, but, relying solely on the Restatement (Second) of Contracts § 201, held that "the contract term shall be interpreted according to the meaning attached by" FedEx. Pet. App. 5a The majority explained that, because FedEx did not know that customers interpreted the press release to retain the money-back promise, "the contract term shall be interpreted according to the meaning attached by" FedEx. *Id.*

The majority also affirmed the grant of summary judgment in favor of FedEx on the Excess Charges Claim, construing the Service Guide to require the Petitioners to make a claim to FedEx before filing suit. Pet. App. 5a-6a. The majority simply ignored the district court's express finding that Petitioners were excused from making such a claim because it would have been futile given FedEx's unequivocal position that it would not honor the Guarantee, and instead relied on cases holding that the ADA preempted the application of contract doctrines such as futility.

In partial concurrence, Judge Silverman agreed with the result reached by the majority, but offered a different interpretation of the agreement. Unlike the majority opinion, Judge Silverman read the language of the Service Guide to allow the July 31, 1997 press release issued by FedEx to amend the parties' contract, and thereby preclude Petitioners' Money-Back Claim. Pet. App. 7a-8a. Like the majority opinion, Judge Silverman's opinion also rested entirely on the terms of the parties' bargain, as he deemed it modified by the press release.

Judge Rawlinson dissented. She rejected the majority opinion's reliance on the Restatement of Contracts, and instead interpreted the Service Guide to preclude the suspension of the money-back guarantee contemplated in the July 31, 1997 press release. Pet. App. 10a. Additionally, Judge Rawlinson disputed the interpretation of the notice provision offered by the majority and concurring opinions. Pet. App. 11a.

REASONS FOR GRANTING THE PETITION

By permitting the exercise of jurisdiction in federal court of purely state-law contract disputes, the Ninth Circuit gravely misapplied this Court's precedents on an issue that has divided eight different circuits. The court adjudicated a routine breach-of-contract claim "pursuant to judicially fashioned federal common law" in clear contradiction of this Court's holding in *Wolens*. 513 U.S. at 232. The Ninth Circuit's invocation of federal jurisdiction was an unwarranted expansion of the ADA that risks channeling "the range of contract claims relating to airline rates, routes, or services" into the federal courts. *Id.*

The panel's per curium majority *sub silentio* applied settled Ninth Circuit precedent to achieve that result. Despite this Court's decision in *Wolens*, eight circuit courts and

numerous district courts have considered whether federal law governs contract claims against air carriers, with the Second, Third, Fourth, Fifth, Eighth, and Ninth Circuits holding that contract claims against air carriers are governed by federal common law that preempts state claims, and the Sixth and Seventh Circuits requiring breach-of-contract claims to be brought against air carriers in state court. The conflict among these circuit decisions is thus long-standing and mature, presenting a compelling justification for this Court's immediate review.

In addition, four circuit courts and a host of district courts have considered whether the ADA preempts ancillary state law contract doctrines that are important in the construction of air carrier contracts. Claims or defenses based on core contract principles such as fraudulent inducement, estoppel, and waiver arise in nearly every contract case, and dictated the outcome in this matter. Given the tremendous volume of contract disputes involving air carriers in both federal and state courts, the tensions over the use of specific contract doctrines are certain to increase as demonstrated by *United Airlines v. Mesa Airlines*, 219 F.3d 605 (7th Cir. 2000), *Lyn-Lea Travel Corp. v. Am. Airlines, Inc.*, 283 F.3d 282 (5th Cir. 2002), and the Ninth Circuit's decision below.

This Court's guidance is needed on these important questions. Notwithstanding the court's *per curiam* treatments, the Ninth Circuit position on both questions is now so well-settled that this Court will likely not get another opportunity to review the Ninth Circuit's approach to these critical issues. Given the number of divergent circuit court decisions, the significant dollar value represented by private contracts with airlines, and the importance of the federalism concerns implicated by the ADA, this Court's review is warranted.

I. THERE IS A DEEP AND RECURRING CONFLICT OVER WHETHER FEDERAL COURTS HAVE JURISDICTION AFTER *WOLENS* TO ADJUDICATE BREACH OF CONTRACT CLAIMS AGAINST AIR CARRIERS

In *Wolens*, this Court made clear that Congress did not intend the ADA to "channel into federal courts the business of resolving, pursuant to judicially fashioned federal common law, the range of contract claims relating to airline rates, routes, or services." 513 U.S. at 232. Notwithstanding that unequivocal guidance, six circuit courts have held that federal common law governs routine breach-of-contract claims against air cargo carriers. Two circuit courts and several district courts have held to the contrary. A definitive answer on the scope and meaning of the ADA's preemption clause is thus required from this Court.

A. *Wolens* Holds That The ADA Does Not Preempt State Law Contract Claims

In 1978, Congress enacted the ADA, determining that "maximum reliance on competitive market forces" would best further growth, innovation, and price competition. *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 378 (1992) (quoting 49 U.S.C. §§ 1302(a)(4), (a)(9)). Congress sought to ensure that myriad state laws would not frustrate the goals of deregulation by including a preemption provision in the ADA "relating to rates, routes, or services" for air transportation. *Id.* at 378-79 (quoting 49 U.S.C. § 1305(a)(1)).

While the ADA preempted State regulation of air carriers, Congress did not similarly preempt state law claims arising solely from the airline's "privately ordered obligations." *Wolens*, 513 U.S. at 228. In *Wolens*, this Court considered whether the ADA's preemption clause barred a cause of

action arising from the alleged breach of an airline's frequent flyer program. The Court reaffirmed its interpretation of the ADA in *Morales* that Congress did not intend to allow the States to "hobble" federal deregulation through the passage of a patchwork of inconsistent laws. *Id.* at 228.

However, this Court distinguished "suits alleging a violation of state-imposed regulation" from claims "seeking recovery solely for the airline's alleged breach of its own, self-imposed undertakings." *Id.* This Court explained that the terms and conditions of services offered by an air carrier to its customers constituted a purely private obligation that posed no threat to Congress's deregulatory intent. *Id.* at 228-29. The ADA, this Court recognized, was enacted to promote reliance on the market for air services, and thus contemplated "effective means to enforce" the resulting private agreements. *Id.* at 230. Accordingly, the Court construed the ADA to preempt claims based on "what the State dictates" through its laws and regulations, but not what the airline undertakes to perform of its own accord. *Id.* at 232-33.

Applying these principles, *Wolens* held that the ADA does not preclude a state law contract claim where 1) the claim arises from the parties' bargain "with no enlargement or enhancement based on state laws or policies external to the agreement"; and 2) the remedy sought by the plaintiff is "confined to a contract's terms." *Id.* at 229, 233.

B. The Ninth Circuit's Decision Conflicts With *Wolens*

The Ninth Circuit mechanistically adhered to its earlier decision on the scope of federal common law preserved by the ADA in *Read-Rite Corp. v. Burlington Air Express, Ltd.*, 186

F.3d 1190 (9th Cir. 1999).[1] The court therefore did not follow this Court's instruction in *Wolens* that the ADA preempts state law claims that "enlarge or enhance" the contractual obligations voluntarily undertaken by air carriers, but "permits state-law-based adjudication of routine breach-of-contract claims." 513 U.S. at 232-33. The Ninth Circuit never questioned whether the claims asserted against FedEx satisfied the jurisdictional requirements outlined in *Wolens*. That error is crucial because absent applicable federal common law, the courts below lacked subject matter jurisdiction to decide this case.

In *Read-Rite*, the Ninth Circuit held that federal common law governed claims relating to "the carriage contract of an air carrier." *Id.* at 1195. The Ninth Circuit considered whether a limited-liability provision contained in an air cargo contract was enforceable. The court held that the "scope and standard of limited liability" provisions in an air carrier's contract "are directly related to the carrier's rates and services" and thus "go to the very heart of the ADA." *Id.* at 1198.

Because of the sweeping breadth of *Read-Rite*'s explanation, federal common law governs many ordinary breach-of-contract claims against air carriers in the Ninth Circuit. Accordingly, the Ninth Circuit did not resolve whether the claims asserted against FedEx would "enlarge" or "enhance" the services FedEx agreed to provide in its contract.

Rather, the majority opinion interpreted the parties' contract to find that customers who contracted with FedEx

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[1] The author of *Read-Rite*, Judge Fletcher, was the only member of the panel below not to write separately, preferring instead to join the court's *per curiam* opinion.

during the class period "were, or should have been, aware of FedEx's interpretation of its Service Guide," and were bound by that interpretation. Pet. App. 4a. This conclusion—and the supporting citation to the Restatement of Contracts—confirms that the Ninth Circuit implicitly held that adjudicating these questions required no examination of state substantive standards or policies external to the agreement, but rather was a matter of federal common law.

In accord with *Wolens*, Petitioners sought remedies that were within the four corners of the contract. Under their Money-Back Guarantee claim, Petitioners simply sought the benefit of the guarantee expressly provided for in the Service Guide. Similarly, under their Excess Charges claim, Petitioners sought merely to recover the incremental premium amounts that FedEx charged them above the contractually specified prices for the services they actually received. Thus, the remedies that Petitioners sought were limited to the terms of the contract with any damages flowing solely from the four corners of the parties' agreement.

The Ninth Circuit's decision to adjudicate the present case thus expands on *Read-Rite* and the court's earlier view that the ADA "intended to insulate the industry from state economic regulation" rather than "immunize" airlines for obligations of their private commitments. *See Charas v. Trans World Airlines, Inc.*, 160 F.3d 1259, 1266 (9th Cir. 1998) (*en banc*).

In conjunction with *Read-Rite*, the decision below demonstrates complete disregard for this Court's holding in *Wolens* that effective competition in a deregulated market mandates that airlines be held to the terms that they voluntarily undertake. In doing so, the decision below denied Petitioners any remedy for FedEx's breach of its own contract

while simultaneously expanding the scope of federal jurisdiction to encompass routine state law claims.

C. Eight Circuit Courts Are Deeply Divided Over How To Apply *Wolens* And The ADA To State Breach Of Contract Claims

1. Despite this Court's decision in *Wolens*, the Second, Third, Fourth, Fifth, Eighth, and Ninth Circuits have now held that federal common law governs breach-of-contract claims against air carriers. *Nippon Fire & Marine Ins. Co. v. Skyway Freight Sys., Inc.*, 235 F.3d 53 (2d Cir. 2000); *Read-Rite*, 186 F.3d at 1190; *Sam L. Majors Jewelers v. ABX, Inc.*, 117 F.3d 922 (5th Cir. 1997); *McCall-Thomas Eng'g Co., Inc. v. Federal Express Corp.*, 81 F.3d 28 (4th Cir. 1996); *Arkwright Boston Mfgs. Mut. Ins. Co. v. Great Western Airlines, Inc.*, 767 F.2d 425 (8th Cir. 1985); *First Pennsylvania Bank, N.A. v. Eastern Airlines, Inc.*, 731 F.2d 1113 (3d Cir. 1984). In direct conflict, the Sixth and Seventh Circuits hold that the ADA accommodates state-law contract claims and thus precludes a federal cause of action. *Musson Theatrical, Inc. v. Federal Express Corp.*, 89 F.3d 1244 (6th Cir. 1996); *Travel All Over the World, Inc. v. Kingdom of Saudi Arabia*, 73 F.3d 1423 (7th Cir. 1996).

In the aftermath of *Wolens*, the Fifth Circuit in *Sam L. Majors Jewelers* stated that "a cause of action against an interstate air carrier for claim for property lost or damaged in shipping arises under federal common law." 117 F.3d 922, 929 n.16.[2] The Second Circuit concurs, "agree[ing] with

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[2] Notably, the Fifth Circuit appeared to acknowledge that its conclusion conflicted with the decision of the Sixth Circuit in *Musson*. *Sam L. Majors*, 117 F.3d at 927 n.9; *see also Greer v. Federal Express Corp.*, 66 F. Supp. 2d 870, 874 (W.D. Ky. 1999) (noting conflict between the decisions).

those courts . . . that hold that federal common law continues to control the issue of liability of air carriers for lost or damaged shipments even after deregulation." *Nippon*, 235 F.3d at 59. The Fourth Circuit likewise relied on federal common law to support federal question jurisdiction over a case raising "claims involving shipments in interstate commerce by air carriers." *McCall-Thomas*, 81 F.3d at 30 n.*. To these post-*Wolens* decisions the Third and Eighth Circuits have never overruled pre-*Wolens* decisions holding that federal common law governs such breach-of-contract claims. *Arkwright*, 767 F.2d at 427 (citing "Congress' retention of significant control over air transportation" and holding that "federal law rather than state law" governs the enforceability of a limited liability clause in an air cargo contract); *First Pennsylvania Bank*, 731 F.2d at 1115 (holding that "federal law, rather than Pennsylvania law, governs the enforceability" of a limited liability clause in an air cargo contract).

2. Two Circuits have reached the exact opposite result. In *Musson*, the plaintiff sought damages for the alleged fraud and negligent misrepresentation of the defendant air carrier by arguing that both claims arose under federal common law. 89 F.3d at 1247-48. The Sixth Circuit noted that in *Wolens*, this Court "expressly rejected the possibility that the ADA leaves room for a federal common law cause of action against air carriers, at least in regard to breach of contract claims." *Id.* at 1251. The Sixth Circuit then applied the reasoning of *Wolens* to hold that the ADA does not create a federal cause of action for breach of contract or fraud against an air carrier, and that state law continues to govern contract suits against an airline. *Id.* at 1251-52.[3]

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[3] Several district court opinions have recognized that the Sixth Circuit's decision in *Musson* conflicts with other circuit cases. *See*,

The Seventh Circuit's decision in *Travel All Over* mirrors the conclusions of the Sixth Circuit. In *Travel All Over*, the plaintiff sought damages for the alleged breach of an airline's agreement to honor reservations booked by the plaintiff agency. The airline successfully moved to dismiss the complaint on the ground that the entire action was preempted by the ADA. The Seventh Circuit disagreed, holding that the plaintiff's contract claim alleged no "violation of a state-imposed obligation[]," as the "terms and conditions in the contract" between the parties arose from a "privately ordered" transaction. *Travel All Over*, 73 F.3d at 1432. Moreover, the Seventh Circuit expressly rejected the airline's argument that certain contracts related to air rates, routes, or services may not be enforced under state law. Rather, the court noted that "*Wolens* did not distinguish between various types of contracts" arising between airlines and their customers. *Id.*

The United States has filed an amicus brief in which it agrees with the Sixth and Seventh Circuits' views. In the *Sam L. Majors Jewelers* case, the government argued that "the federal regulatory scheme does not create an express or implied cause of action for air cargo claims. There is thus no basis for assuming removal jurisdiction on the theory that Congress has substituted a federal cause of action for actions premised on state law." Br. for the United States as Amicus

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e.g., *Strategic Assets, Inc. v. Federal Express Corp.*, 190 F. Supp. 2d 1065, 1069 (M.D. Tenn. 2001) (noting that "to the extent that other Circuits have concluded that [the ADA] preserved a federal law cause of action in negligence or contract for delayed shipments, such a rule is also at odds with *Musson*"); *Greer*, 66 F. Supp. 2d at 873 (concluding that "to the extent the Fifth Circuit found a prior federal common law cause of action saved by the ADA or its predecessors, it is at odds with *Musson*").

Curiae, *Sam L. Majors Jewelers v. ABX Air, Inc.*, 1997 WL 33560672, at *14 (Apr. 18, 1997).

3. In total, therefore, eight circuit courts have reached three different conclusions regarding this Court's interpretation of the ADA's preemption clause. The Second, Third, Fourth, Fifth, and Eighth Circuits hold that any claim for lost or damaged property against an air carrier arises under federal common law, while the Sixth and Seventh Circuits hold that no federal cause of action exists for contract claims against an airline. The United States has taken the position that the Sixth and Seventh Circuits are correct. Br. for the United States as Amicus Curiae, *Sam L. Majors Jewelers*, 1997 WL 33560672, at *16 (concluding that the decision in *Musson* is "better reasoned and more consistent with the modern rule tightly circumscribing the judiciary's power to fashion a federal common law"). The Ninth Circuit's decisions in *Read-Rite* and in the present case create a third approach based on a seemingly limitless view of federal common law post-enactment of the ADA that allows federal jurisdiction over 1) claims for loss or damage by interstate common carriers by air; 2) suits seeking enforcement of a limited liability provision in an air carrier's contract; and 3) actions seeking damages for breach of an air carrier's contract that require no analysis of common law rights or policies. Pet App. 28a. The Ninth Circuit's interpretation of the ADA alone presents a compelling need for this Court's review. When added to the post-*Wolens* decisions of the Second, Fourth, Fifth, and Seventh Circuits, these applications of *Wolens* threaten to "resurrect[] the federal courts' ability to decide cases according to their own ideas about appropriate commercial law principles." *Musson*, 89 F.3d at 1251.

4. The divergent approaches of the circuit courts have created more than an academic difference of opinion. Instead,

the holdings of *Musson* and *Travel All Over* make clear that Petitioners' claims in this matter would have been decided differently had the case arisen within the Sixth or Seventh Circuits. *Musson* unequivocally holds that *Wolens* "rejected . . . a federal common law cause of action" for breach-of-contract, meaning the ADA does not permit the exercise of federal question jurisdiction over breach-of-contract claims. 89 F.3d at 1251-52. *Travel All Over* makes clear that *Wolens* "did not distinguish between various types of [airline] contracts," thus indicating that the ADA does not preempt contract claims based solely on privately ordered transactions. 73 F.3d at 1432; *see also Strategic Assets*, 190 F. Supp. 2d at 1069 (finding no basis for federal jurisdiction over ordinary contract claim and remanding action to state court); *Greer*, 66 F. Supp. 2d at 873 (same).

Both decisions, therefore, demonstrate that Petitioners' "routine . . . claim for breach of contract" that "hinge[ed] upon the interpretation of 'strike' and 'national transportation network' within the terms of the contract itself," Pet. App. 28a, would not have stated a federal claim in the Sixth or Seventh Circuits, and hence would have been remanded to state court for lack of subject matter jurisdiction. *See Musson*, 89 F.3d at 1252; *Travel All Over*, 73 F.3d at 1432. That result, and the corresponding impact on the doctrines of federal jurisdiction established since *Erie R.R. v. Tompkins*, 304 U.S. 64 (1938), requires this Court's intervention.

D. The Circuit Conflict Arising From *Wolens* Is Mature And Shows No Sign Of Abating

As a matter of federal-state comity, it is important for this Court to clearly define the extent to which Congress has preempted state law contract claims against airlines. This Court noted in *Wolens* that the ADA "contains no hint" of

congressional intent to channel the range of state law contract claims against air carriers into federal courts. 513 U.S. at 232. *Wolens* addressed this potential tension between the roles of state and federal courts by limiting the ADA's preemption clause to claims that seek to impose state laws and regulations related to airline rates, routes, or services. *Id.* at 232-33; *see also Travel All Over*, 73 F.3d at 1432. Despite this Court's guidance, that tension remains at the forefront of suits involving air carrier contracts, as the circuit and district courts have issued conflicting decisions recognized by three Justices of this Court. *See Northwest Airlines, Inc. v. Duncan*, 531 U.S. 1058 (2000) (O'Connor, J., dissenting from a denial of certiorari) (joined by Rehnquist, C.J., and Thomas, J.).

This case presents an ideal vehicle for this Court to reconcile the circuit conflict over the proper boundaries for the exercise of federal judicial power and its concomitant erosion of the foundations of state contract law. Although the appropriateness of federal common law and the sufficiency of federal jurisdiction were not expressly addressed by the Ninth Circuit below, the court's position has been fully explained in its prior opinions in *Read-Rite* and the *en banc* decision in *Charas*.[4] The decisions of the Second Circuit in *Nippon*, and the Fifth Circuit in *Sam L. Majors Jewelers* are equally

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[4] Given the Ninth Circuit's well-established position that federal common law governs contract claims against air carriers, Petitioners had no good-faith basis on which to oppose removal, or to press the issue before the Ninth Circuit. Instead, the question of whether the Ninth Circuit's erroneous interpretations of the ADA in prior decisions precluded the exercise of subject matter jurisdiction in this action is properly addressed to this Court. *Steel Co. v. Citizens for a Better Environment*, 523 U.S. 83, 94-95 (1998); Fed. R. Civ. P. 12(h)(3).

comprehensive,[5] as are the conflicting opinions of the Sixth Circuit in *Musson* and the Seventh Circuit in *Travel All Over*. Each of these decisions fully examined the dispositive legal issues, including the text and history of the ADA, the preemption and savings clauses, this Court's decisions in *Morales* and *Wolens*, and the policy considerations supporting the application of federal or state law. *Nippon*, 735 F.3d at 59; *Read-Rite*, 186 F.3d at 1195-98; *Charas*, 160 F.3d at 1262-66; *Musson*, 89 F.3d at 1249-52; *Sam L. Majors Jewelers*, 117 F.3d at 928-29; *Travel All Over*, 73 F.3d at 1430-32.

Moreover, this case arises from opposing motions for summary judgment and thus presents a record containing essentially undisputed facts. In addition, the Petitioners raised, only claims for breach-of-contract. Therefore, this case does not implicate unsettled questions of law regarding the ADA's preemption of state tort claims. *See Wolens*, 513 U.S. at 237 (Stevens, J., concurring in part and dissenting in part) (stating that the ADA does not "given airlines free rein to commit negligent acts"); *id.* at 242-43 (O'Connor, J., concurring in the judgment and dissenting in part) (expressing view that the ADA does not preempt all personal injury

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[5] Notably, the Fifth Circuit cautioned that its decision in *Sam L. Majors* was "heavily influence[d]" by the prior decisions of the Ninth Circuit in *Deiro* and the Third Circuit in *First Pennsylvania Bank*. 117 F.3d at 929 n.16. The Fifth Circuit noted that its decision to apply federal common law as the rule of decision stemmed largely from the "policy consideration that circuit splits, especially in the circumstance of this case in which the national uniformity of a single rule is of vital importance, are to be avoided." *Id.* The Fifth Circuit's candid admission that its decision was largely the result of prudential concerns, rather than statutory interpretation, illustrates that only this Court can effectively resolve the conflicts recognized by the circuit courts.

claims); *Morales*, 504 U.S. at 390 (suggesting limits to the ADA's preemption clause).

II. THE FEDERAL COURTS ARE DIVIDED OVER WHETHER THE ADA PREEMPTS COURTS FROM USING CORE STATE LAW CONTRACT DOCTRINES TO RESOLVE CONTRACT CLAIMS AGAINST AIRLINES

Even if the exercise by federal courts of jurisdiction over contract disputes between air carriers and their customers is correct in the aftermath of the ADA and *Wolens*, this case presents a second issue that has divided the courts: whether the ADA preempts traditional state contract law principles needed to resolve those contractual disputes.

A. Different Circuits Selectively Apply State Law Contract Doctrines In Construing The Terms Of Private Airline Agreements

The confusion among circuits regarding the proper application of *Wolens* further extends to whether the ADA limits the range of contract principles that may be considered by a federal court adjudicating claims based on the breach of an air carrier's agreement. In *Wolens* this Court noted without elaboration that "some state-law principles of contract law . . . might well be preempted to the extent they seek to effectuate the State's public policies, rather than the intent of the parties." *Wolens*, 513 U.S. at 233 n.8. This Court did not, however, specify how the lower courts should determine which state-law principles are preempted by the ADA and noted only that "[b]ecause contract law is not at its core 'diverse, nonuniform, and confusing,'" the enforcement of air carrier contracts under state law poses little threat to the uniform deregulation envisioned by Congress. *Id.* (quoting *Cipollone v. Liggett Group, Inc.*, 505 U.S. 504, 529 (1992) (plurality opinion)).

A number of lower courts, however, have interpreted that statement in *Wolens* to hold that the ADA preempts a broad range of contract doctrines. For example, in *United Airlines v. Mesa Airlines, Inc.*, 219 F.3d 605 (7th Cir. 2000), the Seventh Circuit extended *Wolens* to preempt not only state anti-fraud statutes, but also "common law rules against fraudulent inducement." *Id.* at 609-10. In contrast, the Fifth Circuit in *Lyn-Lea v. Travel Corp. v. American Airlines, Inc.*, 283 F.3d 282 (5th Cir. 2002) held that the common law defense of fraudulent inducement was not preempted under *Wolens* and the ADA. *Id.* at 290 (holding that fraudulent inducement "related to the validity of mutual assent" and "does not reflect a state policy seeking to expand or enlarge the parties' agreement"). *See also, Imperial News Co., Inc. v. P-I-E Nationwide, Inc.*, 905 F.2d 641, 645 (2d Cir. 1990) (pre-*Wolens* decision finding estoppel doctrine relevant)

Several district court decisions have also held that the ADA preempts common law contract doctrines. *See, e.g., King Jewelry, Inc. v. Federal Express Corp.*, 166 F. Supp. 2d 1280 (C.D. Cal. 2001), *aff'd*, 316 F.3d 961 (9th Cir. 2003) (finding doctrines of waiver and estoppel preempted by the ADA); *Breitling U.S.A., Inc. v. Federal Express Corp.*, 45 F. Supp. 2d 179 (D. Conn. 1999) (concluding that the doctrine of waiver is preempted); *Williams v. Federal Express Corp.*, No. 99-06252, 1999 WL 1276558 (C.D. Cal. Oct. 6, 1999) (finding that the doctrine of unclean hands is preempted); *SVT v. Federal Express Corp.*, No. 94-3057, 1997 WL 285051 (N.D. Cal. May 19, 1997) (state law doctrine entitling shipper to rescind a contract where the carrier deviated from the agreed performance is preempted); *but see Power Travel Int'l, Inc. v. Am. Airlines, Inc.*, 257 F. Supp. 2d 701 (S.D.N.Y. 2003) (finding the implied duty of good faith and fair dealing is not preempted by the ADA). State appellate courts have also evinced confusion on the impact of the ADA's

preemption clause on state contract law. *See, e.g., Howell v. Alaska Airlines*, 994 P.2d 901 (Wash. Ct. App. 2000) (holding that the ADA preempts a host of common law doctrines including impossibility, frustration, illusory promises, unconscionability, the duty of good faith and fair dealing, and unjust enrichment).

These inconsistent applications of core contract doctrines such as fraudulent inducement, waiver, and estoppel lead to the very "diverse, nonuniform, and confusing" results that this Court alluded to in *Wolens*. 513 U.S. at 233 n.8 (citation omitted). At present, the application of core contract doctrines envisioned by this Court through normal state-law principles has given way to a confusing collection of outcome-determinative principles, where the meaning (or even existence) of an air carrier's contract varies by circuit based on amorphous "principles" of federal common law that has no body of fixed and settled foundation. If federal courts are permitted to select which aspects of contract law govern a commercial dispute—as with the Ninth Circuit's unexplained and selective use of the Restatement of Contracts rather than applicable state law—parties to air cargo contracts will shop the federal courts for the set of rules most favorable to their claim. This Court's guidance on the role of contract doctrines in air carrier agreements is thus necessary to fulfill Congress's intent to give parties fair notice of which legal principles will govern such contract disputes.

B. The ADA Requires That Consumers And Air Carriers Retain State Law Remedies To Enforce Their Agreements

This case directly raises questions regarding the core contract doctrines that survive the ADA's enactment, including the widely followed principle of *contra proferentum*, and the well-established equitable doctrines of

waiver and futility. *See generally Mastrobuono v. Shearson Lehman Hutton, Inc.*, 514 U.S. 52, 62-63 (1995) (applying the doctrine of *contra proferentum* and noting the "rule of contract interpretation that a court should construe ambiguous language against the interest" of the drafter). Each of these concerns has been thoroughly considered by the circuit and district courts in opposing motions for summary judgment resolving the Petitioners' breach-of-contract claims. Accordingly, this case presents pure questions of law against largely undisputed facts for this Court's review.

The uncertainty among courts addressing these issues has enormous financial consequences for the commercial air transportation industry. Air customers and carriers alike need to know what interests will be protected before they enter into an agreement. In *Wolens*, this Court explained that the ADA was designed to promote reliance on market forces and that "[m]arket efficiency requires effective means to enforce private agreements." 513 U.S. at 230. The decision below not only frustrates the clear intent of Congress to retain state law remedies for breach-of-contract, it undermines the effective enforcement of contractual disputes, and thereby erodes the very confidence in the free market Congress sought to promote with the ADA. *Id.* (noting that the "reality" of efficient contract enforcement "is key to sensible construction of the ADA"). If permitted to stand, the Ninth Circuit's holding will only further the uncertainty surrounding the rights and responsibilities created by air carrier contracts.

Here, the Ninth Circuit determined that the district court erred in concluding that Petitioners' compliance with the notice requirements (that it found implicit in the contract) should be excused under the doctrine of futility. *But see* 13 Williston on Contracts § 39:39 (4th ed. 2000) (defining futility as the waiver of a condition precedent where "the promisor is not going to keep his promise in any event"). In

addition, the Ninth Circuit relied exclusively on a selective reading of the Restatement of Contracts to hold that FedEx's own interpretation of the ambiguous terms in the Service Agreement governed the parties' contract, despite the clearly contrary principle contained in Restatement (Second) of Contracts § 206 ("In choosing among the reasonable meanings of a promise or agreement or a term thereof, that meaning is generally preferred which operates against the party who supplies the words or from whom a writing otherwise proceeds."). The outcome of this case thus turns entirely on the choice of contract law permissible under the ADA. This case offers an appropriate context for this Court to make clear that the ADA does not preempt core principles of state contract law necessary to the interpretation of agreements between air carriers and their customers.

CONCLUSION

The petition for a writ of certiorari should be granted.

January 28, 2004

Respectfully submitted,

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APPENDIX A

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Case No. 02-56158, No. 02-56234

[Filed September 30, 2003]

ON THE HOUSE SYNDICATION, INC., on behalf of themselves and all others similarly situated; CAREY BROS INC., on behalf of themselves and all others similarly situated,

Plaintiffs - Appellants,

v.

FEDERAL EXPRESS CORPORATION,

Defendant - Appellee.

ON THE HOUSE SYNDICATION, INC., on behalf of themselves and all others similarly situated; CAREY BROS INC., on behalf of themselves and all others similarly situated,

Plaintiffs - Appellees,

v.

FEDERAL EXPRESS CORPORATION,

Defendant - Appellant.

Before: SILVERMAN, W. FLETCHER, and RAWLINSON, Circuit Judges.

A majority of the panel has voted to deny Appellants' petition for rehearing, filed on September 24, 2003. The petition for rehearing is hereby DENIED.

APPENDIX B

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Case No. 02-56158, No. 02-56234

[Filed September 3, 2003]

ON THE HOUSE SYNDICATION, INC., on behalf of themselves and all others similarly situated; CAREY BROS INC., on behalf of themselves and all others similarly situated,

Plaintiffs - Appellants,

v.

FEDERAL EXPRESS CORPORATION,

Defendant - Appellee.

ON THE HOUSE SYNDICATION, INC., on behalf of themselves and all others similarly situated; CAREY BROS INC., on behalf of themselves and all others similarly situated,

Plaintiffs - Appellees,

v.

FEDERAL EXPRESS CORPORATION,

Defendant - Appellant.

Appeal from the United States District Court
for the Southern District of California
D.C. No. CV-99-01336-RMB(JFS)
D.C. No. CV-99-01336-RMB
Rudi M. Brewster, District Judge, Presiding

Before: SILVERMAN, W. FLETCHER, and RAWLINSON, Circuit Judges.

MEMORANDUM*

On July 31, 1997, Defendant Federal Express ("FedEx") issued a press release notifying its customers of an impending strike at United Parcel Service ("UPS") and detailing the measures it was taking to avoid disruptions in service. In that press release, FedEx stated: "*As provided in our Service Guide* and until further notice, we will not offer money-back guarantees." (Emphasis added.) The above quoted language did not purport to amend the Service Guide; rather, it purported to be consistent with it. The clear import of the language is that FedEx believed that the UPS strike triggered the *force majeure* clause in the Service Guide and relieved it of its obligation to pay the Money-Back Guarantee. Customers who contracted with FedEx during the Class Period were, or should have been, aware of FedEx's interpretation of its Service Guide. Any shipment after the date of the press release must be presumed to have been made with knowledge not only of the Service Guide itself, but also of FedEx's interpretation of that Guide in the context of the UPS strike.

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* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

Because of FedEx's construction of the Service Guide reflected in the July 31 press release, we hold that FedEx did not breach its Money-Back Guarantee provision during the Class Period. Any reasonable person reading FedEx's press release of July 31 could come to only one conclusion: Until further notice, FedEx was not offering money-back guarantees. *See* REST. (SECOND) OF CONTRACTS § 201 (2003) (explaining that where the first party "did not know of any different meaning attached by the other, and the other knew the meaning attached by the first party," the contract term shall be interpreted according to the meaning attached by the first party). The judgment in favor of Plaintiffs on the Money-Back Guarantee claim is therefore reversed.

We affirm the district court's judgment in favor of Defendant on the Excess Charges claim. To the extent Plaintiffs rely on the "Invoice Adjustment" provision in the Service Guide, they offer no excuse for their failure to comply with the notice requirements set forth in that provision. The provision states that requests for invoice adjustment "must be received within one year after the date of shipment if the overcharge was caused by [FedEx]." Neither the July 31 press release nor the telephonic recording purported to suspend or otherwise affect a customer's right to request invoice adjustment. Plaintiffs are therefore barred from recovering on this theory.

To the extent Plaintiffs cast their Excess Charges Claim as a traditional common law suit for damages due to breach of contract, the claim is also barred by Plaintiffs' failure to comply with the contractual notice requirements. The Service Guide expressly states that FedEx "must receive written notice of claim due to damage [or] delay ... within 15 days after delivery of the shipment" and "within 90 days after [FedEx] accept[s] shipment" for all other claims. Nothing in

the July 31 press release or the telephonic recording purported to suspend a customer's right to pursue a claim for damage against the company.

Plaintiffs argue that the Service Guide does not expressly state that compliance with the internal claims procedures is a prerequisite to bringing a damages action in court. While this is true, the Service Guide does use mandatory language and it expressly states that the "FAILURE TO COMPLY WITH [THE] [NOTICE] CONDITION[S] MAY RESULT IN THE DENIAL OF A CLAIM." Other cases that have addressed the FedEx Service Guide's notice of claim provisions have interpreted them as requiring compliance as a prerequisite to suit. *See, e.g., Williams v. Federal Express Corp.*, 1999 U.S. App. LEXIS 33137, 1999 WL 1276558 at * 4 (C.D. Cal. 1999) ("Read together, the airbill and Service Guide require that written notice of claim be filed within ninety days after FedEx accepts a package for shipment ... Because Williams failed to file a claim within ninety days after FedEdx accepted the shipment, he cannot recover damages.").

We need not reach the remaining issues raised on appeal.

REVERSED IN PART; AFFIRMED PART. Each side to bear its own costs on appeal.

CONCURRENCE

SILVERMAN, Circuit Judge, concurring:

I fully concur in the portion of the Memorandum affirming the judgment in favor of Federal Express on the excess charges claim. As for the judgment in favor of the plaintiffs on their claim that FedEx breached its money back guarantee, I agree that reversal is required but, respectfully, for a

different reason. As I see it, the press release issued on July 31, 1997 plainly amended the Service Guide.

The Service Guide provided for a money-back guarantee for late delivery. It also stated how FedEx could amend the Service Guide:

> FedEx reserves the right, and only by authorization of its Senior Vice President of Marketing and Corporate Communications or successor positions, unilaterally, and from time to time, in writing, to modify, amend or supplement the rates, features of service and Service Conditions in this Service Guide applicable to all customers without notice, but no other agent or employee of FedEx, nor any other person or party, is authorized to do so.

The press release of July 31, 1997 made specific reference to the Service Guide and clearly stated that money-back guarantees would not be offered until further notice. The press release was (1) in writing and (2) authorized by FedEx's Senior Vice President of Marketing and Corporate Communications, the official designated in the Service Guide to be the only FedEx person empowered to amend the Service Guide. By the terms of the Service Guide itself, a *writing* authorized by the *designated official* were the only two prerequisites to amending the Service Guide. FedEx did not have to say "Simon says" or "Mother, may I." Perhaps the press release could have been written better or with more legalese. Regardless, no reasonable person could have been left with any doubt whatsoever that FedEx was suspending the money-back guarantee until further notice. Indeed, in invoking the futility doctrine as a defense to their failure to submit a notice of claim, the plaintiffs themselves freely admit

that FedEx's suspension of the money-back guarantee was "widely publicized."

Nor is an authorized writing disqualified as an amendment just because it has been widely disseminated or released to the press. If anything, the law should encourage wide dissemination of unilateral modifications to contracts such as those involved here, lest customers be misled.

It is true that eight days after the press release, FedEx's Senior Vice President of Marketing and Corporate Communications, T. Michael Glenn, promulgated a more formal amendment to the Service Guide. This does not mean that the July 31 writing did not amend the Service Guide. The August 8 writing was simply the formal documentation of the less formal but written action taken by Glenn on July 31. The formal amendment issued by Glenn on August 8 specifically purports to be "effective July 31, 1997" and to be "pursuant to my previous written approval."

It is not at all unusual for parties to make legally binding commitments, the formal documentation of which follows in due course. One example is an insurance agent's binder, which is effective immediately to provide coverage even though the formal insurance policy does not issue until much later. Another example is an oral stipulation made in open court to settle a lawsuit on certain terms, which is eventually followed by a formal settlement agreement containing those terms plus the customary settlement boilerplate. This is a commonplace occurrence.

Because FedEx effectively amended its Service Guide on July 31, 1997 to suspend the money-back guarantee until further notice, it did not breach its contract by failing to honor

the guarantee after that date. It is for that reason that I would reverse the district court's judgment in favor of the plaintiffs.

DISSENT

RAWLINSON, Circuit Judge, dissenting:

I respectfully dissent from the majority disposition, because Fed Ex's newly minted argument that its press release did not purport to amend the Service Guide is simply not supported by the record in this case, and because Fed Ex's notice of claim requirement could not serve to bar Plaintiffs' action.

In its Answer to the Complaint, Fed Ex admitted that it "amended its July 1, 1997 Service Guide effective July 31, 1997 to, among other things, suspend its Money-Back Guarantees." (Excerpts of Record 37). Fed Ex included this admission as an "undisputed fact" (ER 861), and argued it before the district court (ER 333).

Fed Ex continued the amendment theme in its briefs on appeal (Red Brief at 13 and Gray Brief at 3) and at oral argument, until a question from one of the panel members alerted Fed Ex's counsel that it might be wise to abandon the amendment argument.

The fact is that the Press Release did not reference the *force majeure* clause in the Service Guide or rely upon it. The Press Release was an ineffective attempt to amend the Service Guide, as reflected by Fed Ex's subsequent amendment of the Service Guide in accordance with its provisions.

The majority disposition cites the Restatement of Contracts for the proposition that because Fed Ex "did not know of any different meaning [of the Press Release] attached by [the Plaintiffs] and [the Plaintiffs] knew the meaning attached by [Fed Ex]," the Service Guide must be interpreted as Fed Ex urges. However, the record in this case contains no evidence that Fed Ex "did not know of any different meaning attached by" its customers. The record is silent on that point. There is also nothing in the record reflecting that Fed Ex's customers "knew the meaning attached by [Fed Ex to the Press Release]." To the contrary, one reading the Press Release could easily be confused as to exactly what Fed Ex intended to convey. The Press Release statement that "as provided in our Service Guide and until further notice, we will not offer money-back guarantees" conflicts directly with the Service Guide provision offering a money-back guarantee if the package was not delivered as promised. A customer reading the Press Release and the Service Guide together would not inevitably conclude that Fed Ex's unstated reliance on the *force majeure* clause was the basis for its suspension of the money-back guarantee. As the district court recognized, a customer could more readily conclude that Fed Ex was bound by the money-back guarantee as provided in its Service Guide. Because the portion of the Restatement of Contracts cited in the majority disposition is not germane to this case, and no case authority undergirds the conclusion reached by the majority on this point, I cannot join the majority's ruling on the Press Release issue.

There is case authority on the notice-of-claim issue which, in my view, is contrary to the majority holding that Plaintiffs' failure to comply with Fed Ex's internal claims procedures bars the filing of a damages action in court.

We recently addressed a similar issue in *Employers Ins. of Wausau v. Granite State Ins. Co.*, 330 F.3d 1214, 1218, n.5 (9th Cir. 2003). We rejected Granite's argument, similar to that urged by Fed Ex, that the insurance policy's claim requirement imposed a de facto statute of limitations upon the filing of a subrogation action. We held that "'claim,' in the context of the Granite insurance policy, refer[red] to notice rather than the filing of a complaint." Analogous reasoning applies to the Fed Ex Service Guide notice-of-claim provision. No principled basis exists to distinguish Fed Ex's notice-of-claim provision from Granite's. Therefore, I read our precedent as dictating a ruling that Fed Ex's notice-of-claim provision merely gives notice to Fed Ex for payment of claims, rather than imposing limitations upon the Plaintiffs' ability to bring a damages action.

In summary, I would uphold the district court's ruling that Fed Ex's Press Release did not effectively amend the Service Guide, and hold that the notice-of-claim provision did not bar Plaintiffs' action against Fed Ex. Accordingly, I respectfully register my dissent.

APPENDIX C

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Case No. 02-56158, No. 02-56234

[Filed September 3, 2003]

ON THE HOUSE SYNDICATION, INC., on behalf of themselves and all others similarly situated; CAREY BROS INC., on behalf of themselves and all others similarly situated
Plaintiffs - Appellants

v.

FEDERAL EXPRESS CORPORATION,
Defendant - Appellee

ON THE HOUSE SYNDICATION, INC., on behalf of themselves and all others similarly situated; CAREY BROS INC., on behalf of themselves and all others similarly situated
Plaintiffs - Appellees

v.

FEDERAL EXPRESS CORPORATION
Defendant - Appellant

Appeal from the United States District Court
for the Southern District of California
D.C. No. CV-99-01336-RMB(JFS)
D.C. No. CV-99-01336-RMB
Rudi M. Brewster, District Judge, Presiding

THIS CAUSE came on to be heard on the Transcript of the Record from the United States District Court for the Southern District of California (San Diego) and was duly submitted.

ON CONSIDERATION WHEREOF, It is now here ordered and adjudged by this Court, that the judgment of the said District Court in this cause be, and hereby is AFFIRMED in part and REVERSED in part. Each side to bear its own costs on appeal.

Filed and entered September 3, 2003

APPENDIX D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CASE NO. 99CV 1336B JFS

[Filed June 17, 2002]

ON THE HOUSE SYNDICATION, INC., CAREY BROS., INC., Plaintiffs,	)
v.	)
FEDERAL EXPRESS CORPORATION and DOES 1 through 20, inclusive, Defendant.	)

ORDER AND JUDGMENT

JUDGE: Hon. Rudi M. Brewster

This matter comes before the Court on Plaintiffs' Motion for Partial Summary Judgment and for an Order Directing the Entry of Final Judgment (the "Motion"). Upon consideration of the Motion and the memoranda and arguments by the parties with respect thereto, as well as all other pleadings and papers in this matter, the Court hereby finds as follows:

A. The above-captioned class action litigation is pending

on behalf of Plaintiffs and a class previously certified pursuant to Rule 23(b) (3), Fed. R. Civ. P., consisting of: all individuals, corporations, or other entities that made one or more domestic shipments through Defendant Federal Express Corporation ("Defendant" or "FedEx") during the period from July 31, 1997 through August 7, 1997 (the "Class Period"), which were delivered 60 seconds or more after the applicable delivery commitment, and whose contract with FedEx provided a money-back guarantee in the event of such a late delivery (the "Class"). Excluded from the Class are FedEx, any person, firm, trust, corporation, officer, director or other individual or entity in which FedEx has a controlling interest or which is affiliated with it, and the legal representatives, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are all federal, state and local government entities, a list of which has previously been filed with the Court.

B. On April 6, 2000, this Court granted partial summary adjudication as to liability for breach of contract with respect to the named Plaintiffs' claims for a refund of transportation charges for shipments delivered late that were sent from July 31, 1997 (the date that FedEx ceased honoring its money-back guarantee) through August 7, 1997 (the day before FedEx amended its Service Guide to formally suspend its money-back guarantee). The summary adjudication related only to late deliveries as to which FedEx did not identify a specific reason for the delay other than the UPS strike. The Court granted FedEx's motion for summary judgment as to named Plaintiffs' other claims.

C. Pursuant to a prior Order of the Court, counsel for Plaintiffs distributed a Notice of Class Action by first class mail to all persons identified as members of the Class whose addresses were reasonably available to the parties, and

published a Summary Notice of Class Action in various newspapers. The deadline for Class members to opt-out of the Class has passed, and the record in this action now accurately reflects the identity of all Class Members who elected to opt-out of the Class. The Court finds that all Class Members who signaled their intent to opt-out of the Class through May 31, 2002, including those whose opt-out correspondence was incomplete or who opted-out after the previously published deadlines (all of which expired prior to May 31, 2002), the identity of which is found in previous filings with the Court, are excluded from the Class.

D. The Court hereby finds and concludes that the notice to the Class provided in this case constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 23(c) (2) of the Federal Rules of Civil Procedure and of due process.

E. For the reasons previously stated on the record and in its prior Orders in this action, the Court finds that there are no genuine issues of material fact and that the Class, and each member thereof, is entitled to a judgment on liability in its favor as a matter of law with respect to the claim that FedEx breached its contracts with Class members when it failed to honor the money-back guarantee during the Class Period for shipments whose delay in delivery was attributed by FedEx to the effects of the UPS strike.

F. For the reasons previously stated on the record, all Class members shall be required to submit a proof of claim form to share in the monetary award as hereinafter provided by this judgment. The precise form and wording of the Notice to be sent to Class members advising them of such proof of claim requirement will be determined by the Court at a later date after this judgment has become final and any appeals

have been decided or the time to appeal has expired (the "Effective Date"). The proof of claim form will include, among other things, requirements that Class members consent to the jurisdiction of this Court and, where applicable, to the summary dispute resolution procedures set forth below.

G. FedEx's obligation to pay the portion of the monetary award in this judgment allocable to any individual Class member shall be deemed satisfied in full if the Class Member fails to return the required proof of claim form by the deadline specified by the Court.

H. For the reasons previously stated on the record, FedEx's obligation to pay the portion of the monetary award in this judgment allocable to any individual class member shall be deemed satisfied if and to the extent FedEx has a set-off right against that Class member (because such Class member is more than sixty (60) days in arrears on its FedEx account). In the claims administration and distribution process, FedEx also shall be entitled to a set-off against the portion of the monetary award in this judgment allocable to any individual Class member for any previously adjudicated claim on which FedEx has prevailed against a member of the Class and that remains unpaid, or for a settlement that compromised a claim against a member of the Class and that remains unpaid. FedEx shall file and serve a list of any and all such adjudicated or settled set-off claims and a brief statement of the basis therefore, within ninety (90) days of the Effective Date. To the extent payments are subsequently obtained by FedEx with respect to these accounts, it shall appropriately credit the account(s) and adjust the amount of any set-offs accordingly.

I. To resolve set-off claims that have not been adjudicated or compromised, the Court will implement the

following procedures during the claims administration and distribution process:

1. Prior to any distribution to the Class, FedEx shall serve and file in electronic form a list of class members as to whom it asserts a set-off claim, specifying the following matters : (i) name on the account ; (ii) address on the account; (iii) account number; (iv) amount claimed; and (v) a short statement of the basis for the claim (if other than delinquency in payment of the account for more than sixty (60) days).

2. Class counsel will send each such Class Member a Notice, in a form to be approved by the Court, stating that FedEx has asserted a set-off against all or part of the Class Member's share of the monetary award under this judgment, and that such set-off will be considered undisputed unless a statement of opposition is submitted by the Class Member on or before the deadline specified in the Notice.

3. FedEx's obligation to pay the portion of the monetary award under this judgment allocable to any Class member who receives such Notice of FedEx's set-off, but fails to respond within the time provided, shall be deemed satisfied up to the amount of the set-off claimed by FedEx, and as adjusted for any subsequent payments received from such Class Member on the account.

4. Any claims by FedEx for a set-off that remain unresolved after issuance of the Notice will be decided by a Special Master to be appointed by the Court. The fees and expenses of the Special Master shall be approved by the Court and shall be paid as an expense of this litigation from the recovery obtained by the Class.

5. Each Class member who returns a statement of opposition, and thus disputes FedEx's claim to a set-off, will be required to assent to a simplified procedure for the resolution of such disputes by the Special Master based upon brief written submissions and a waiver of any rights to appeal. If such a Class member declines to assent to that procedure, it shall be excluded from the Class, without prejudice to the rights of FedEx or the Class member, and shall not be bound by the results of this action. In addition, the amount of the monetary award under this judgment allocable to such Class member shall be reduced accordingly.

6. FedEx shall credit each Class member's account in the amount that corresponds to the amount of satisfaction of the monetary award that it obtained as a result of assertion of its set-off right.

J. Unless otherwise provided by this judgment, or by separate Order of the Court, FedEx's claim to a set-off, and the amount thereof, shall be determined as of the Effective Date.

K. Subject to the foregoing, the Court hereby enters judgment in favor of the Class and against FedEx in the total amount of $68,402,239.62. That figure consists of $53,402,581.89, which represents the total amount of transportation charges assessed by FedEx against Class members for late deliveries during the Class period where the delay in delivery was attributed by FedEx to the effects of the UPS strike, plus prejudgment interest of $14,999,657.73, computed through June 17, 2002. Payment of an individual Class member's share of this monetary award is subject to the conditions set forth above. The Court finds, pursuant to Fed.

R. Civ. P. 54(b), that there is no just reason for delay and the Court hereby directs entry of a final judgment.

L. Plaintiffs' counsel shall submit their bill of taxable costs within ten days of the date hereof. Plaintiffs' counsel shall submit an application for attorneys' fees and costs that are requested from the fund within 30 days of the creation of a Class recovery fund through payment of the judgment after the Effective Date.

M. The Court reserves jurisdiction over this action and over any and all further proceedings concerning the administration and consummation of this matter.

N. This judgment reflects the Court's resolution of disputed issues, and all parties retain their rights to appeal any or all of the provisions hereof and of the Court's prior rulings in this matter.

Dated: June 17, 2002

/s/_____
Rudi M. Brewster
U.S. DISTRICT COURT JUDGE

APPENDIX E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CASE NO. 99CV 1336-B (JFS)

[Filed April 6, 2000]

ON THE HOUSE SYNDICATION, INC. And CAREY BROS., INC., Plaintiffs,	)
v.	)
FEDERAL EXPRESS CORPORATION and DOES 1 - 20, Defendants.	)

ORDER

(1) GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

(2) GRANTING IN PART AND DENYING IN PART PLAINTIFFS' CROSS MOTION FOR SUMMARY ADJUDICATION

I. Summary

Before this Court are Defendant Federal Express Corporation's ("Defendant") motion for summary judgment and Plaintiffs On The House Syndication, Inc. and Carey Bros., Inc.'s ("Plaintiffs") cross motion for summary adjudication. After careful consideration, the Court GRANTS in part and DENIES in part Defendant's motion for summary judgment and GRANTS in part and DENIES in part Plaintiffs' cross motion for summary adjudication.

In summary, the Court makes the following analysis and findings:

(1) The Court first considers whether a contract between Plaintiffs and Defendant existed and if there was a breach of that contract. The Court finds, nor do the parties dispute, that both Defendant's Airbill and Service Guide constituted the contract between Plaintiffs and Defendant. Also, the Court finds that Defendant breached the agreement;

(2) The Court then considers whether the Airline Deregulation Act ("ADA") preempts Plaintiffs' breach of contract action against Defendant thereby precluding Plaintiffs from pursuing their claim. The Court finds that Plaintiffs' claim is "routine" and not preempted by the ADA,

(3) Next the Court considers the applicability of Defendant's disclaimer to the case at hand. The Court finds that Defendant's disclaimer is inapplicable;

(4) The Court also considers whether Defendant effectively amended its Service Guide on July 31, 1997,

suspending its money-back guarantee policy. The Court finds that Defendant did not effectively amend its Service Guide until August 8, 1997;

(5) Lastly, the Court determines the proper relief to award Plaintiffs. The Court finds that the proper remedy for those Plaintiffs that contracted with Defendant after August 7, 1997 and whose deliveries were untimely are not entitled to any remedy. Those Plaintiffs that suffered late delivery between the period of July 31, 1997 and August 7, 1997 are entitled a full refund.

II. Background

A. Procedural History

On June 25, 1999, Defendant timely removed this action from San Diego Superior Court pursuant to 28 U.S.C. § 1441. Subsequently, on June 30, 1999, Defendant filed its answer to Plaintiffs' complaint. On November 10, 1999, Plaintiffs filed a motion for class certification that is currently set to be heard in this Court on June 19, 2000. On November 24, 1999, Plaintiffs filed a first amended class action complaint. On that same day, Defendant filed its answer to the first amended class action complaint.

Then on December 23, 1999, Defendant filed a motion for summary judgment. Before filing its opposition, Plaintiffs filed a cross motion for summary adjudication on January 21, 2000.[1] Both Plaintiffs and Defendant filed their respective oppositions to these motions on March 6, 2000. On March 13,

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[1] Plaintiffs' motion for summary adjudication seeks adjudication of the first cause of action only and only as to liability.

2000, both Plaintiffs and Defendant filed their respective reply papers. On March 16, 2000, Defendant filed an objection to Plaintiffs' reply for exceeding the 10 page limitation pursuant to Local Rule 7. 1(h). Without instruction from the Court, Plaintiffs then filed on March 31, 2000, an amended reply in compliance with Local Rule 7.1(h). As such, the Court disregards Plaintiffs' previous reply and looks to the amended reply.

B. Factual Background

Defendant is federally certified by the Federal Aviation Administration as an all-cargo air carrier. (Def.'s Reply to Opp. Stmt. of Facts ¶ 1.) From July 31, 1997 to August 25, 1997, employees of United Parcel Service ("UPS"), one of Defendant's main competitors, went on strike. (Id. at ¶ 48.) As a result of the UPS strike, Defendant's shipping volume significantly increased and Defendant experienced an increase in revenue. (Id.)

Throughout this period of time, Plaintiff Carey Bros., Inc. sent one shipment for delivery through Defendant's services while Plaintiff On The House Syndication, Inc. sent 43 shipments through Defendant's services. (Id. at ¶ 2.) Each of these shipments were sent under a FedEx USA Airbill ("Airbill"). (Id. at ¶ 3, 4.) The Airbill incorporated by reference the then applicable July 1, 1997 FedEx Service Guide and its amendments and constituted the contract between Plaintiffs and Defendant. (Id.; Def. Lodgment of Exhibits No. 4 Airbill.)

The customer's ("sender") copy of the Airbill stated that Defendant will not be liable "for loss, damage, or delay caused by events [Defendant] cannot control, including but not limited to acts of God, perils of the air, weather

conditions, acts of public enemies, war, strike, civil commotions, or acts of public authorities with actual or apparent authority." (Id. at ¶ 5; Def. Lodgement of Ex. No. 4 Airbill) (emphasis added.) Additionally, the Service Guide provided that "... in no event will [Defendant] be liable for any such ... delay... caused by... [N]ational or local disruptions in air or ground transportation networks due to events beyond [Defendant's] control, such as weather phenomena, strikes, or natural disasters ..." (Id. at ¶ 6; Def. Lodgement of Ex. No. 5 Service Guide, 90) (emphasis added.) In the event of a conflict between the Airbill and the Service Guide, the Service Guide controls. (Id. at ¶ 5; Def. Lodgment of Ex. Nos. 4, 5 Airbill, Service Guide, 81.)

Defendant provided a money-back guarantee policy for service failures not barred by the disclaimers previously mentioned pursuant to its Service Guide. (Def. Stmt. of Facts at ¶ 10; Def. Lodgement of Ex. Nos. 4, 5 Airbill, Service Guide, 91) ("We offer ... Money-Back Guarantees for [service failures]... At our option, we will either refund or credit your transportation charges upon request if we deliver your shipment 60 seconds or more after our published delivery commitment.") For a customer who wishes to seek a refund or credit due to some type of service failure, the Service Guide provides various time frames, depending on the situation, to file a claim with Defendant. (Def.'s Reply to Opp. Stmt. of Facts at ¶¶ 10-12 Def. Lodgment of Ex. No. 5 Service Guide, 85.) In this case, Plaintiffs never filed an internal claim with Defendant as required by the contract.[2]

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[2] Defendant's primary arguments against Plaintiffs rest on the merits and not that Plaintiffs are time barred; specifically, that Plaintiffs did not have any remedy at all because of the suspension of the money-back guarantee and the disclaimer bar to Defendant's liability. This suggests that if Plaintiffs had pursued an internal

(Id. at ¶ 11, 13.)

On July 31, 1997, Defendant issued a press release purporting to suspend its money-back guarantee policy effective immediately, and for the period of the UPS strike. (Def. Lodgment of Ex. No. 6 Press Release.) On August 8, 1997, Defendant issued an amendment to the Service Guide which provided that the money-back guarantee policy has been suspended until further notice and asserted that the suspension be effective as of July 31, 1997. (Def. Lodgment of Ex. No. 7 Amendment.)

During The UPS strike time period of July 31, 1997 to August 25, 1997, Plaintiffs were victims of deliveries beyond the specified time. (Def.'s Reply to Opp. Stmt. of Facts at ¶ 28.) Plaintiffs allege on behalf of themselves and others who suffered late deliveries (See id. at ¶¶ 46, 47), breach of contract, and they seek restitution for unjust enrichment.

II. Analysis

A. Standard of Law

Fed. R. Civ. P. 56(c) authorizes the granting of summary judgment "if the pleadings depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment

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claim with Defendants, it would have been futile. Therefore, the Court agrees with Plaintiffs that the doctrine of futility applies and Plaintiffs were not required to exhaust their internal contractual remedies with Defendant as provided by the contract. See Glover v. St. Louis S.F.R Co, 393 U.S. 324, 331 (1969)

as a matter of law." The standard for granting a motion for summary judgment is essentially the same as for the granting of a directed verdict. Judgment must be entered "if, under the governing law, there can be but one reasonable conclusion as to the verdict . . . . If reasonable minds could differ," judgment should not be entered in favor of the moving party. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250-51 (1986).

B. The Contract Between Plaintiffs and Defendant

Breach of contract cannot be alleged unless a contract existed between the parties to the action. Here, Plaintiffs and Defendant agree that both the Airbill and Service Guide constituted the governing contract between them. (See Def.'s Reply to Opp. Stmt. of Facts at ¶ 4.) During the period of the UPS strike from July 31, 1997 to August 25, 1997, Defendant made 11,169,726 late deliveries. (Id. at¶¶ 46, 47.) In all these instances, "time was of the essence" because the terms of the contract specified the deadline by which Defendant had to deliver a package. (Id. at ¶ 16.) As a result, Defendant breached its contract with its customers regarding the late deliveries unless some other provision of the contract excuses performance of the promise. See Hoon v. Harmer Steel Products and Supply Co., 278 F.2d 427, 434 (9th Cir. 1960) (finding that a contract which specifies that "time is of the essence" must be performed within the specified time or a breach is found to occur.)

C. Airline Deregulation Act ("ADA") Preemption

Congress sought to eliminate a "state's enact[ment] or enforce[ment] [of] any law, rule, regulation, standard, or other provision..." through the enactment of the Airline Deregulation Act ("ADA") American Airlines, Inc. v.

Wolens, 513 U.S. 219, 228 (1995). Nevertheless, the ADA does not preempt "... the application of state contract law to 'routine breach-of-contract claims'..." Read-Rite Corp. v. Burlington Air Express, Ltd., 186 F.3d 1190, 1197 (9th Cir. 1999). In order for a breach of contract action to be "routine," the claim must be narrowly limited to the terms of the agreement itself without inquiring into the external policies or common law rights of a party involved in the agreement. American, 513 U.S. at 222.

From this precedent, Plaintiffs' claim for breach of contract is "routine" and not preempted by federal law. Plaintiffs' primary argument hinges upon the interpretation of "strike" and "national transportation network" within the terms of the contract itself. There is no need to analyze the common law rights and policies to determine whether Plaintiff will be successful in this action.

D. Merits of Defendant's Motion and Plaintiffs' Cross Motion[3]

Although Defendant concedes that, due to the UPS strike, numerous deliveries were untimely, it relies on the disclaimer

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[3] The Court agrees with Defendant that its disclaimer is legally enforceable because it gave ample notice of its limit on liability and gave Plaintiffs an opportunity to declare higher liability. See Read-Rite Corp, 186 F.3d at 1199, see also Deiro v. American Airlines, Inc, 816 F.2d 1360, 1366 (9th Cir. 1987); Royal Ins. Co v. Sea-Land Service Inc., 50 F.3d 723,727 (9th Cir. 1995); Wagman v. Federal Express Corp, 844 F.Supp. 247, 250-251 (D Md 1994). (See also Def. Lodgment of Ex. Nos. 4, 5 Airbill, Service Guide, 86.) Thus, in order for Plaintiffs to succeed, it must successfully argue that the disclaimers are inapplicable to the case at hand.

to shield it from liability. Plaintiffs, on the other hand dispute the applicability of the disclaimer.

1. There Are No Material Issues of Fact Surrounding the Interpretation of the Disclaimer

The determination of whether an ambiguity exists in the terms of a contract is a question of law. State Farm Mutual Automobile Insurance Co. v. Fernandez, 767 F.2d 1299, 1301 (9th Cir. 1985) citing U S. v. Contra Costa County Water District, 678 F.2d 90, 91 (9th Cir. 1982). After determining that an ambiguity exists, a question of fact exists for a jury. Id. citing Marchese v. Shearson Hayden Stone, Inc., 734 F.2d 414, 417 (9th Cir. 1984). Here, the Court must first determine whether an ambiguity exists in respect to the terms "strike" and "disruption to national transportation" in the agreement. The Court must look at the potential ambiguity in relation to the context of the contract as a whole. See U.S. v. Johnson, 43 F.3d 1308, 1310 (9th Cir. 1994).

In the context of both the Airbill and the Service Guide, this Court finds that the terms "strike" and "national transportation network" have plain meaning. The UPS strike did not rise to a "direct, physical barrier" to Defendant's efficient operation of business such as an airport closure or inclement weather. The term "strike" can mean nothing other than a strike within Defendant's own workforce as an event which would undoubtedly directly and physically affect Defendant's ability to efficiently run its business.

The Court is similarly unable to apply the contract provision "disruption to the national and local transportation network" to the UPS strike. By its plain meaning, transportation network implies a physical link from one

destination to another. In addition, the words "air" and "ground" are used to modify the word "network." They elucidate whether the physical link from one destination to another is by air or by ground. The UPS strike did not disrupt either the local or national transportation network because the strike did not create a physical barrier from one destination to another as an air traffic, pilot, or runway personnel strike might.

For these reasons, there is no ambiguity in the plain meaning of the disclaimer and the disclaimer is inapplicable to the case at hand.

2. The Amendment to the Service Guide Occurred on August 8, 1997, Not July 31, 1997

Even if the disclaimer is inapplicable, Defendant further argues that Plaintiffs are not entitled to any remedy. The money-back guarantee, argues Defendant, was suspended during the time in question barring any contractual remedy by the issuance of its press release on July 31, 1997. Subsequently, Defendant memorialized the suspension by issuing the amendment to the Service Guide on August 8, 1997.

The Court agrees with Plaintiffs' reliance upon Bouton Corp. v. Wrigley Jr. Co., 902 F.2d 1074 (2nd Cir. 1990). There, the Second Circuit held that a mailgram summarizing new terms asserted between the parties of an already existing contract did not constitute a legally binding amendment because the mailgram was not a final and conclusive change to the agreement. Id. at 1076. Similarly, although Defendant argues the press release issued was a final and conclusive change to its Service Guide, the press release was not final and conclusive nor was there any amendment either to the

Airbill contract form or the Service Guide. The press release on July 31, 1997 was nothing more than that, a press release, similar to the mailgram in Bouton Corp. Additionally, the press release did not even purport to constitute an amendment to the contract documents. (See Def. Lodgment of Ex. No. 6 Press Release.) If Defendant wished to make its press release a final and conclusive amended Service Guide amendment, it should have immediately issued the amendment into the Service Guide rather than waiting for over a week.[4]

Defendant's own terms buttress the fact that the contract was not modified on July 31, 1997. In its Service Guide, Defendant reserved the right to unilaterally modify the terms of its contract in writing (Def. Lodgment of Ex. No. 5 Service Guide, 81) (emphasis added.) The issuance of the press release was not a written modification but rather a notification that it would not honor any money-back guarantees during the time in question. The actual written modification to the Service Guide did not occur until August 8, 1997, the date the Service Guide amendment was issued. Given these reasons, the Court finds that the suspension of the money-back guarantee did not occur until August 8, 1997.

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[4] Moreover, it was perfectly reasonable for those customers utilizing Defendant's services between July 31, 1997 and August 7, 1997 to rely upon the express terms of the contract and rely upon the money-back guarantee provision since, during this time, neither the Airbill nor Service Guide made mention of a suspension of the money-back guarantee policy See Ambassador Airways, Inc. v Frank, 124 Cal.App. 56, 63 (1932) ("where there is an express contract, the terms thereof control") Also, neither the Service Guide nor Airbill gave Defendant the authority to give an amendment retroactive effect.

3. Remedy / Restitution

The money-back guarantee was still in effect from the period between July 31, 1997 and August 7, 1997. The proper remedy pursuant to the contract is a full refund for those Plaintiffs[5] who sent a shipment through Defendant between those dates and were untimely delivered.

Those Plaintiffs that contracted with Defendant after August 7, 1997, and whose packages were untimely, are not entitled to any relief at all. Defendant correctly states that the sole remedy provided on the contract was the money-back guarantee. Since the amendment which legally occured on August 8, 1997 unequivocally stated "... until further notice, we will not offer money-back guarantees,"[6] (Def. Lodgment of Ex. No. 7 Amendment) Plaintiffs within this amended time frame are not entitled to any refund.

Additionally, Plaintiffs' claim for restitution under a theory of unjust enrichment during this given time period fails. A claim for "... unjust enrichment is an action in quasi-contract, which does not lie when an enforceable, binding agreement exists defining the rights of the parties." Paracor Finance, Inc. v. General Electric Capital Corp., 96 F.3d 1151, 1167 (9th Cir. 1996). Here, the Airbill and Service Guide constituted a binding and enforceable agreement

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[5] Assuming the class is certified.

[6] The Court notes that this particular provision in the amendment gives the erroneous appearance that the pre-amended Service Guide does not provide for money-back guarantees. Nevertheless, Plaintiffs cannot escape the reality that Defendant was clearly asserting that there would be no money-back guarantees during the time frame the amendment would be in effect

between Plaintiffs and Defendant. Since the legally binding August 8, 1997 amendment bars any recovery through the suspension of the money-back guarantee, Plaintiffs during this time frame are not entitled to any remedy at all.

III. Conclusion

For the above mentioned reasons, and pending class certification, the Court ORDERS the following:

(1) Defendant's Motion for Summary Judgment is GRANTED in part and DENIED in part;

(2) Plaintiffs' Cross Motion for Summary Adjudication is GRANTED in part and DENIED in part;

(3) In effect, only those Plaintiffs that suffered late delivery under contracts entered into prior to August 8, 1997 are entitled to a full refund pursuant to the money-back guarantee provided in those contracts.

IT IS SO ORDERED.

DATED: 4-5-00 /s/ _____
UNITED STATES SENIOR DISTRICT JUDGE

cc: All Parties
Magistrate Judge

APPENDIX F

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CASE NO. 99CV 1336-B (JFS)

[Filed June 28, 2000]

ON THE HOUSE SYNDICATION, INC., And CAREY BROS., INC., Plaintiffs,	)
v.	)
FEDERAL EXPRESS CORPORATION and DOES 1 - 20, Defendants.	)

ORDER

(1) DENYING DEFENDANT FEDEX'S MOTION FOR RECONSIDERATION
Docket [63-1]

(2) CERTIFYING COURT'S APRIL 6, 2000 ORDER FOR PURPOSES OF INTERLOCUTORY APPEAL
Docket [63-2]

(3) VACATING REMAINING MOTION HEARING DATES

Before this Court is Defendant Federal Express Corporation's ("FexEx") Motion to Alter, Amend, or Reconsider Order under Federal Rule of Civil Procedure 59(e), or in the Alternative, for Certification of Order for Interlocutory Appeal under 28 § 1292(b). Defendant brings this motion in response to this Court's order of April 6, 2000. In that order, this Court granted in part and denied in part Defendant's Motion for Summary Judgment and granted in part and denied in part Plaintiffs On the House Syndication, Inc. and Carey Bros., Inc.'s ("Carey Bros.") (collectively "Plaintiffs") Cross Motion for Summary Adjudication.

For the reasons stated below, this Court DENIES Defendant's Motion to Alter, Amend, or Reconsider this Court's April 6, 2000 Order. This Court further GRANTS FedEx's Motion for Certification of Interlocutory Appeal under § 1292 (b).

I. Denial of Defendant's Motion to Alter, Amend, or Reconsider This Court's April 6, 2000 Order.

A. Standard of Law

The reconsideration of a court order under Federal Rule of Civil Procedure 59(e) (motion to alter or amend judgment) or Federal Rule of Civil Procedure 60(b) (motion for relief from final judgment or order) is appropriate only if the district court: (1) is presentcd with newly discovered evidence; (2) committed clear error or the initial decision was manifestly unjust; or (3) if there is an intervening change in controlling law. See School Dist. No. 1J, Multonomah County, Or. V. AcandS, Inc., 5 F.3d 1255, 1263 (9th Cir. 1993).

B. Discussion

In bringing its motion, FedEx contends that this court committed "clear legal error" and presents the following four arguments. First, FedEx argues that *force majeure* clauses apply to third-party strikes. Second, FedEx argues that the doctrine of futility does not serve to excuse Plaintiffs' failure to comply with the notice conditions of their contracts. Third, FedEx argues that Plaintiffs did not seek summary judgment on Count III of the Amended Complaint. Last, FedEx argues that Plaintiff Carey Bros.' claim is not "viable."

For the reasons stated in its order, this Court finds no merit in any of these contentions. First, this Court disagrees that the *force majeure* clause in this contract applies to the third-party strike of UPS in this case. Second, even though this Court finds that the contract disclaimer is inapplicable in the instant case, FedEx's position has always been that it was shielded from liability by the contract disclaimer. Therefore, Plaintiffs were excused from serving FedEx with notice since serving such notice would have been futile. Third, this Court granted summary adjudication to Plaintiffs with respect to Count I. Count III is redundant as it is subsumed under Count I. Additionally, there were no disputed issues of material fact as to the dates which support Plaintiffs' summary adjudication as to a portion of the time contained within Count I.

Fourth, with respect to FedEx's last argument concerning Plaintiff Carey Bros.' claim, the Court would like to make clear that the April 6, 2000 order does not prevent the dismissal of Carey Bros.' claim nor does it dismiss its claim. The question of whether Carey Bros. is part of the plaintiff class will be determined by the date of Carey Bros.' contract with FedEx and whether that date falls into the relevant cause of action period as set forth in the April 6, 2000 order.

II. Certification of Court's April 6, 2000 Interlocutory Order for Purposes of Appeal under § 1292 (b).

Defendant brings a § 1292 (b) Motion for Interlocutory Appeal. Title 28 § 1292 (b) states in pertinent part:

> When a district judge, in making in a civil action an order not otherwise appealable under this section, shall be of the opinion that such order involves a controlling question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from the order may materially advance the ultimate termination of the litigation, he shall so state in writing in such order.

Title 28 § 1292 (b).

With respect to this Court's order of April 6, 2000, this Court finds that a controlling question of law exists and that an immediate appeal from the order may materially advance the litigation. Accordingly, this Court finds that certification of its April 6, 2000 order for purposes of interlocutory appeal is appropriate.

Therefore, the Court vacates all motions pending in this Court. The Magistrate Judge's discovery orders, however, will not be affected by this Order and will remain unchanged. If Plaintiff does not have its motion for interlocutory appeal filed within 30 days of this Order, the Court's certification shall be automatically withdrawn and the case will be immediately set for a status hearing within ten days thereafter in order to return the case to the active motion and trial calendar. If Plaintiff timely files its Motion for Interlocutory Appeal, this Court will schedule a status hearing sixty days thereafter.

III. Conclusion

For the above mentioned reasons, the Court DENIES Defendant's Motion to Alter, Amend, or Reconsider this Court's April 6, 2000 order. This Court further GRANTS FedEx's Motion for Certification of Interlocutory Appeal under § 1292 (b) conditional on its being filed within 30 days of the filing of this Order. All other motion hearing dates are vacated. A status hearing will be set per this Order; all counsel will be notified of the date and time.

IT IS SO ORDERED.

DATED: 6-28-00 /s/ _____
UNITED STATES SENIOR DISTRICT JUDGE

cc: All Parties
Magistrate Judge

APPENDIX G

HARRY L. CARTER, ESQ./Bar No. 56309
MICHAEL T. QUINN, ESQ./Bar No. 177899
HIGGS, FLETCHER & MACK LLP
401 West "A" Street, Suite 2600
San Diego, California 92101
(619) 236-1551

Attorneys for Defendant
FEDERAL EXPRESS CORPORATION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ON THE HOUSE SYNDICATION, INC., CAREY BROS., INC., Plaintiffs,	)
v.	)
FEDERAL EXPRESS CORPORATION and DOES 1 - 20, Defendants.	)

NOTICE OF REMOVAL

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA, AND TO PLAINTIFFS BY AND THROUGH PLAINTIFFS' ATTORNEY OR RECORD:

PLEASE TAKE NOTICE that defendant Federal Express Corporation ("FedEx") hereby files its Notice of Removal under 28 U.S.C. § 1441 to effect removal of this civil action which was commenced in the Superior Court of the State of California for the County of San Diego under case number 731137. Removal is proper for the following reasons:

1. On May 26, 1999, plaintiffs filed this action in the Superior Court of the State of California for the County of San Diego.

2. FedEx first received notice of this action on May 28, 1999, when the complaint was served on its registered agent, and thirty days have not yet expired since receipt of said notice.

3. A review of the complaint indicates that this Court has jurisdiction over the subject matter of this civil action pursuant to 28 U.S C. § 1331 because the claim asserted by plaintiff and the liability of FedEx are governed by federal common law, as the complaint involves a shipment in interstate commerce by a federally certificated air carrier. Sam L. Majors Jewelers v. ABX, Inc., 117 F.3d 922 (5th Cir. 1997); McCall-Thomas Eng'g Co. v. Federal Express Corp., 81 F.2d 28, 30 (4th Cir. 1996) ("Claims involving shipments in interstate commerce by air carriers are governed by federal law."); see also Diero v. American Airlines, Inc., 816 F.2d 1360 (9th Cir. 1987); First Pennsylvania Bank, N.A. v. Eastern Airlines, Inc., 731 F.2d 1113 (3d Cir. 1984); North American Phillips Corp. v. Emery Air Freight Corp., 579 F.2d 229 (2d Cir. 1978) (decided under Federal Aviation Act).

4. A copy of all process, pleadings and orders served upon FedEx are attached as Exhibit A.

5. A notice of filing of this notice of removal is being concurrently filed with the Superior Court of the State of California for the County of San Diego and is being concurrently served on plaintiffs by and through plaintiffs' attorney of record.

WHEREFORE, FexEx prays that this civil action be removed to this Court from the Superior Court of the State of California for the County of San Diego.

DATED: 6/25/99 HIGGS, FLETCHER & MACK LLP

By:/s/_____

HARRY L. CARTER
MICHAEL T. QUINN
2600 First National Bank Building
401 West "A" Street
San Diego, CA 92101
Phone: 619-236-1551
Fax: 619-696-1410

Attorneys for Defendant
FEDERAL EXPRESS CORPORATION

APPENDIX H

STATUTORY PROVISIONS INVOLVED

TITLE 49. TRANSPORTATION
SUBTITLE VII. AVIATION PROGRAMS
PART A. AIR COMMERCE AND SAFETY
SUBPART I. GENERAL
CHAPTER 401. GENERAL PROVISIONS

49 USC § 40120

§ 40120. Relationship to other laws

(a) Nonapplication. Except as provided in the International Navigational Rules Act of 1977 (33 U.S.C. 1601 et seq.), the navigation and shipping laws of the United States and the rules for the prevention of collisions do not apply to aircraft or to the navigation of vessels related to those aircraft.

(b) Extending application outside United States. The President may extend (in the way and for periods the President considers necessary) the application of this part [49 USCS § 40101 et seq.] to outside the United States when–

(1) an international arrangement gives the United States Government authority to make the extension; and

(2) the President decides the extension is in the national interest.

(c) Additional remedies. A remedy under this part [49 USCS

§ 40101 et seq.] is in addition to any other remedies provided by law.

UNITED STATES CODE
TITLE 49. TRANSPORTATION
SUBTITLE VII--AVIATION PROGRAMS
PART A--AIR COMMERCE AND SAFETY
SUBPART II--ECONOMIC REGULATION
CHAPTER 417--OPERATIONS OF CARRIERS
SUBCHAPTER I--REQUIREMENTS

49 U.S.C. § 41713

§ 41713. Preemption of authority over prices, routes, and service

(a) Definition.--In this section, "State" means a State, the District of Columbia, and a territory or possession of the United States.

(b) Preemption.--**(1)** Except as provided in this subsection, a State, political subdivision of a State, or political authority of at least 2 States may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of an air carrier that may provide air transportation under this subpart.

(2) Paragraphs (1) and (4) of this subsection do not apply to air transportation provided entirely in Alaska unless the transportation is air transportation (except charter air transportation) provided under a certificate issued under section 41102 of this title.

(3) This subsection does not limit a State, political subdivision of a State, or political authority of at least 2 States that owns

or operates an airport served by an air carrier holding a certificate issued by the Secretary of Transportation from carrying out its proprietary powers and rights.

(4) Transportation by air carrier or carrier affiliated with a direct air carrier.--

(A) General rule.--Except as provided in subparagraph (B), a State, political subdivision of a State, or political authority of 2 or more States may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of an air carrier or carrier affiliated with a direct air carrier through common controlling ownership when such carrier is transporting property by aircraft or by motor vehicle (whether or not such property has had or will have a prior or subsequent air movement).

(B) Matters not covered.--Subparagraph (A)--

(i) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle or the hazardous nature of the cargo, or the authority of a State to regulate motor carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization; and

(ii) does not apply to the transportation of household goods, as defined in section 13102 of this title.

(C) Applicability of paragraph (1).--This paragraph shall not limit the applicability of paragraph (1).

APPENDIX I

PRESS RELEASE APPROVAL FORM

The attached item is submitted for your approval. We respectfully request that you review and return at your earliest opportunity. Thank you.

Please return to: Media Relations/1850Phone:395-3484

Release Date: July 31, 1997

Subject: Statement and Press release on FedEx service adjustments due to UPS issue.

APPROVALS

	Date	Without Changes	With Changes
Shirlee Clark Manager- Media Relations			
Greg Rossiter, Managing Director- PR	7/31		/i/
(Sr. VP of affected organization)			
T. M. Glenn, Sr. V.P. -WW Mkt/Cust Svc.	7/31		/i/

Chris Richards, Managing Director- Legal	7/31		/i/
Scott Hansen, Managing Director - Legal	7/31		/i/
Ken. Masterson, Exec. V.P. - Legal	7/31	/i/	
ABG	7/31	ok	

LEGAL DEPARTMENT ONLY:

Requires FWS Approval _____Yes _____No

Release Approved For Posting to Internet ____Yes ___No

For Information Only

W. R. Margaritis, Corporate Communications
R. M. Halvorson, Investor Relations
R. L. Golightly, Employee Communications

-DRAFT-

Contact: Media Relations (901) 395-3484

FOR IMMEDIATE RELEASE

FEDEX TAKES STEPS TO MAINTAIN RELIABLE SERVICE:
Current customers remain top priority

MEMPHIS, Tenn., July 31, 1997-- Federal Express Corporation today implemented additional measures to maintain the reliability of the company's service during the uncertainty of a potential labor disruption at United Parcel Service. The company has experienced a dramatic increase in volume with customers trying to avoid service disruptions with UPS.

The following temporary measures have been implemented to help FedEx maintain the excellent service its customers have come to expect:

- Current FedEx customers will remain the company's first priority. The company is limiting current customers to their normal shipping volumes to maintain service.

- FedEx will accept packages from customers who bring them to FedEx drop-off locations but the company will limit the quantity of packages it accepts.

- Cut-off times at all drop-off locations are now two hours earlier than usual. We encourage customers to double-check the latest drop-off times where they normally leave their packages for any further changes.

- As provided in our Service Guide and until further notice, we will not offer money-back guarantees.

- FedEx will not open new accounts until the UPS situation is resolved.

- FedEx will continue to make regularly-scheduled stops, but will not schedule any new regular pick-up stops.

Customers may visit our website at http://www.fedex.com for the latest FedEx service updates.

APPENDIX J

Amendment of FedEx Service Guide
Effective July 31, 1997

Amendment to July, 1997
Federal Express Service Guide

In accordance with the provisions of the July, 1997 Federal Express Service Guide and pursuant to my previous written approval, I hereby authorize that the Service Conditions set forth in the Federal Express Service Guide be modified and amended effective July 31, 1997 as follows:

- Current FedEx customers will remain the company's first priority. The company is limiting current customers to their normal shipping volumes to maintain service.

- FedEx will accept packages from customers who bring them to FedEx drop-off locations but the company will limit the quantity of packages it accepts.

- Cut-off times at all drop-off locations are now two hours earlier than usual. We encourage customers to double-check the latest drop-off times where they normally leave their packages for any further changes.

- As provided in our Service Guide and until further notice, we will not offer money-back guarantees.

- FedEx will not open new accounts until the UPS situation is resolved.

- FedEx will continue to make regularly-scheduled stops, but will not schedule any new regular pick-up stops.

Except as expressly modified by this Amendment, the provisions of the July, 1997 Guide and subsequent addendums remain in force and continue to reflect the currently effective conditions applicable to Federal Express service.

/s/_____

T. Michael Glenn
SR. Vice President
Worldwide Marketing,
Customer Service and
Corporate Communications

Dated: August 8, 1997

APPENDIX K

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

William K. Suter
Clerk of Court
(202) 479-3011

December 23, 2003

Mr. David B. Zlotnick
1010 Second Avenue
Suite 1750
San Diego, CA 92101

Re: On The House Syndications, Inc., et al.
v. Federal Express Corporation
Application No. 03A518

Dear Mr. Zlotnick:

The application for an extension of time within which to file a petition for writ of certiorari in the above-entitled case has been presented to Justice O'Connor, who on December 23, 2003 extended the time to and including January 28, 2004.

This letter has been sent to those designated on the attached notification list.

Sincerely,

William K. Suter, Clerk

By /s/_____
Ruth Jones
Case Analyst

(2)
Supreme Court, U.S.
FILED
No. 031102 NOV 28 2004
OFFICE OF THE CLERK

In the Supreme Court of the United States

ON THE HOUSE SYNDICATION, INC., and CAREY BROTHERS, INC., on behalf of themselves and all others similarly situated,

Petitioners,

v.

FEDERAL EXPRESS CORPORATION,

Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

APPENDIX TO PETITION FOR WRIT OF CERTIORARI

Of Counsel
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RICHARD W. COHEN
LOWEY, DANNENBERG BEMPORAD & SELINGER, P.C.
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Counsel for Petitioners

Becker Gallagher Legal Publishing, Inc.
800.890.5001

F 10

APPENDIX L

FEDEX SERVICE GUIDE

Effective July 1, 1997

THE FEDEX GLOBAL NETWORK

With our expanding worldwide network totaling more than 210 countries, your global opportunities with FedEx are vast. For any updates, please call us at (800) 247-4747.

Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antigua, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Barbuda, Belarus, Belgium, Belize, Benin, Bermuda, Bhutan, Bolivia, Bonaire, Botswana, Brazil, British Virgin Is., Brunei, Bulgaria, Burkina Faso, Burma (Myanmar), Burundi, Cambodia, Cameroon, Canada, Cape Verde, Cayman Islands, Central African Republic, Chad, Channel Islands, Chile, China, Colombia, Congo, Cook Islands, Costa Rica, Croatia, Curacao, Cyprus, Szech Republic, Denmark, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England (U.K.), Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Northern (U.K.) Ireland, Republic of Israel, Italy, Ivory Coast, Jamaica, Japan, Jordan, Kazakhstan, Kenya, South Korea,

Kuwait, Kyrgystan, Latvia, Lebanon*, Lesotho, Lichtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madagascar, Malawi, Malaysia, Maldives Rep., Mali, Malta, Marshall Islands, Martinique, Mauritania, Maritius, Mexico, Micronesia, Moldova, Monaco, Mongolia, Montserrat, Morroco, Mozambique, Myanmar, Namibia, Nepal, Netherlands (Holland), Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Niger, Nigeria, Norway, Oman, Pakistan, Palau, Panama, Papua New Guinea, Paraguay, Peru, Phillipines, Poland, Portugal, Puerto Rico, Qatar, Reunion Islands, Romania, Russia, Rwanda, Saba, St. Barthelemy, St. Croix, St. Eustatius, St. John, St. Kitts & Nevis, St. Lucia, St. Maarten/St. Martin, St. Thomas, St. Vincent, Saipan, San Marino, Saudi Arabia, Scotland (U.K.), Senegal, Seychelles, Sierra Leone, Singapore, Slovak Republic, Slevenia, Republic of South Africa, Spain Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria*, Taiwan, Tanzania, Thailand, Togo, Trinidad & Tobago, Tunisia, Turkey, Turkmenistan, Turks & Caicos Islands, Uganda, Ukraine, United Arab Em., United States, Uruguay, Uzekistan, Vanuatu, Vatican City, Venezuela, Vietnam, Wales (U.K.), Wallis & Futuna, Yemen, Zaire, Zambia, Zimbabwe

* Service restricted. Contact International Customer Service. (800) 247-4747.

The Essence of FedEx

Pound for Pound, FedEx Is the Express Carrier You Want on Your Side When Only Uncompromising Reliability and On-Time Performance Will Do. We Set the Standard for Express Delivery When We Opened Our Doors 25 Years Ago, and Our Commitment to You Has Never Wavered: To Meet Our Delivery Schedules By the Date and Time You Expect; To

Make Shipment Information Available in Transit; To Move Your Shipment Quickly; To Give You the Simplest Shipping Paperwork Possible; To Be Accessible with 40,000 Convenient FedEx Drop-off Locations; To Be Available With Answers 24 Hours a Day, 7 Days A Week; To Make Shipping Resources Accessible On-line; To Build an Inter-National Network to Serve More than 210 Countries; To Give You More Value with New Distance-Based U.S. Rates and New Deferred Services for Your Packages and Heavy Boxes Worldwide.

New Service, New Rates, Same Great Quality

MORE SERVICE OPTIONS FROM FEDEX. Fed Ex is adding new express services for your less time-sensitive shipments, so you can have the benefits you need most (dependability and tracking) at some of our most cost-effective rates ever. With FedEx Express Saver®, we deliver anywhere in the continental U.S. In 3 business days (still faster than many other carriers), and we are expanding our popular FedEx International Economy℠ to major regions of the world. NEW RATE STRUCTURE. Wouldn't you like to pay less for U.S. shipments when you ship shorter distances? FedEx now rates U.S. shipments generally according to the distance between you and your recipient. This permits our rates to more accurately reflect the cost of providing service to you. Now great FedEx quality and value is within reach for all your express shipments! As usual, all FedEx electronic offerings calculate rate information automatically. FedEx service guide rates are also available on our web site (www.fedex.com). Finally, we have separated courier pickup charges from the transportation cost for U.S. domestic and U.S. export shipments; see page 5 for details. GREAT NEWS FOR INTERNATIONAL SHIPPERS. To give you more flexibility and value in shipping to CANADA, we lowered

many regular FedEx international priority® rates to most major cities in Canada. We added an 8 a.m. delivery commitment to several European cities from the United States via FedEx International First℠ to respond to your need for faster transit times. We also made it easier to ship internationally with two sizes of ready-to-ship boxes. Pack them with up to a whopping 22 lbs. (10kg) or 55 lbs. (25kg), and for a flat fee send them via FedEx International Priority service to your international destination.

U. S. SERVICES

FedEx is your comfortable choice for reliability, consistency, innovation and speed. And now you get more value, too, with lower rates for your shorter-distance U.S. shipments!

All U.S. services are backed by our money-back guarantees*. Prepare your shipment in seconds using our quick and easy airbills or electronic shipping options, then drop it off at one of our 40,000 convenient drop-off locations.

Packages and Freight**

same day

FEDEX SAMEDAY®

- When your urgent shipments just can't wait, get delivery in the U.S. the same day you call, 7 days

---

* See "Money-Back Guarantee Policy" in the Service Conditions section for details and limitations.

** Call 1-800-Go-FedEx (800-463-3339) for specific service commitments.

a week, depending on availability
- Call us at 1-800-Go-FedEx (800-463-3339) to schedule your shipments, and a courier will arrive with a special airbill
- Packages and boxes up to 70 lbs. each. Up to 48" in length, 90" in length and girth combined
- Federal Aviation Administration restrictions will apply
- Rates are on p. 52

overnight 0-150 lbs.

FEDEX FIRST OVERNIGHT®

- Need a jump on the day? Count on delivery by 8 a.m. the next business day
- Ship from any U.S. origin (except Hawaii) to nearly 5,000 U.S. ZIP codes
- Packages and boxes up to 150 lbs.

FEDEX PRIORITY OVERNIGHT®

- Our most popular service! Delivery by 10:30 a.m. the next business day to thousands of U.S. cities; by noon to most other areas; and by 4:30 p.m. to more remote locations
- Packages and boxes up to 150 lbs. each. Up to 119" length and 165" in length and girth combined
- Pickup and delivery available Monday-Saturday

FEDEX STANDARD OVERNIGHT®

- Next-business-day delivery by 3 p.m. to thousands of U.S. cities; by 4:30 p.m. to many other areas
- Packages and boxes up to 150 lbs. each. Up to 119" length and 165" in length and girth combined

- Pickup and delivery available Monday-Friday; only pickup is available on Saturday

2 day 0-150 lbs.

FEDEX 2DAY®

- An economical option for delivery within 2 business days by 4:30 p.m. to most areas within the U.S.; by 7 p.m. for residential deliveries
- Packages and boxes up to 150 lbs. each. Up to 119" length and 165" in length and girth combined
- Pickup and delivery available Monday-Saturday

FEDEX EXPRESS SAVER®

- Delivery in 3 business days within the continental U.S. by 4:30 p.m.; by 7 p.m. for residential deliveries (a $1 residential handling fee may apply, and we may not obtain a signature at residential destinations)
- Packages and boxes up to 150 lbs. each. Up to 119" length and 165" in length and girth combined
- Pickup and delivery available Monday-Friday; only pickup is available on Saturday

overnight 151+ lbs.

FEDEX OVERNIGHT FREIGHT®

- Heavy pieces (151-1,500 lbs. each) are delivered by noon the next business day in most areas of the U.S.; by 4:30 p.m. to most other areas, including Alaska
- Up to 119" length, 70" height, and 300" in length and girth combined
- Call us to reserve space at (800)332-0807

2 day 151+ lbs.
FEDEX 2DAY FREIGHT®

- Economical delivery of your heavy freight (151-1,500 lbs. per piece) in 2 business days by 4:30 p.m. in H1, H2 and H3 delivery areas*
- Up to 119" length, 70" height, and 300" in length and girth combined
- No reservation required

1-3 day 151+ lbs.
FEDEX EXPRESS SAVER® FREIGHT

- Cost-effective service for palletized freight, with unlimited total shipment weight
- Delivery generally in 1, 2 or 3 business days to most areas of the continental U.S., depending on destination region
- Up to 48" x 48" x 70", and 151-2,000 lbs. maximum per piece
- No reservation required

ALASKA/HAWAII SERVICES

Alaska Shipping

Alaska Services from the Continental U.S. to Alaska
FEDEX SAMEDAY®

- Delivery the same day you call, 7 days a week,

---

* See p. 29 for details on freight delivery areas. To determine the delivery area for your shipment, call 1-800-Go-FedEx (800-463-3339) or see the FedEx Worldwide Directory, available upon request.

depending on availability. Call us for details at 1-800-Go-FedEx (800-463-3339)

FEDEX PRIORITY OVERNIGHT®

- Next-business-day delivery by noon to AM areas*
- Next-business-day delivery by 5 p.m. to PM areas*
- Second-business-day delivery by noon to AT areas*

FEDEX STANDARD OVERNIGHT®

- Next-business-day delivery by 4:30 p.m. to AM areas in Anchorage

FEDEX 2DAY®

- Second-business-day delivery by 5 p.m. to AM and PM areas
- Third-business-day delivery by 5 p.m. to AT areas
- Residential deliveries are delivered by 7 p.m.

FEDEX OVERNIGHT FREIGHT®/FEDEX 2DAY FREIGHT®

- Not available to many locations; call for details

DANGEROUS GOODS SERVICE

- Available to Anchorage, Monday-Saturday

---

* For an explanation of AA, AM, PM and AT areas, see p. 28. To determine the delivery area for your shipment, call us at 1-800-1Go-FedEx (800-463-3339) or refer to the FedEx Worldwide Directory, available upon request.

- Available to Fairbanks, Homer and Kenai (and cities served out of Kenai), Monday-Friday

SATURDAY SERVICE

- Saturday pickup, delivery and drop-off is available only in Anchorage

Services from Alaska to the Continental U.S.

FEDEX SAMEDAY®

- Delivery the same day you call, 7 days a week, depending on availability. Call us for details at 1-800-Go-FedEx (800-463-3339)

FEDEX FIRST OVERNIGHT®

- Available to many U.S. markets from Alaska; call for details

FEDEX PRIORITY OVERNIGHT®

- Next-business-day delivery by 10:30 a.m. to AA areas*
- Next-business-day delivery by noon to AM areas
- Next-business-day delivery by 4:30 p.m. to PM areas

FEDEX STANDARD OVERNIGHT®

- Next-business-day delivery by 3:00 p.m. to AA areas*
- Next-business-day delivery by 4:30 p.m. to AM areas

FEDEX 2DAY®

- Second-business-day delivery by 4:30 p.m. to AA,

AM and PM areas
- Third-business-day delivery by 4:30 p.m. to AT areas
- Residential deliveries are delivered by 7 p.m.

FEDEX OVERNIGHT FREIGHT®/FEDEX 2DAY FREIGHT®

- Available to many locations; call for details

DANGEROUS GOODS SERVICE

- Available from Anchorage, Monday-Saturday
- Available from Fairbanks, Homer and Kenai (and cities served out of Kenai), Monday-Friday

Services Within Alaska

- Delivery by noon the next business day for AM areas*; by 5 p.m. the next business day for PM and AT areas* except Prudhoe Bay; by noon the second business day for Prudhoe Bay

Hawaii
Services from the Continental U.S. to Hawaii
FEDEX PRIORITY OVERNIGHT®

- Next-business-day delivery by 5 p.m. to PM areas
- Second-business-day delivery is by noon to AT areas

---

* For an explanation of AA, AM, PM and AT areas, see p. 28. To determine the delivery area for your shipment, call us at 1-800-1Go-FedEx (800-463-3339) or refer to the FedEx Worldwide Directory, available upon request.

FEDEX 2DAY®

- Packages marked FedEx 2Day will be delivered the third business day by 5 p.m. to PM and AT areas
- Residential deliveries are delivered by 7 p.m.

FEDEX 2DAY FREIGHT®

- Delivery the second business day to Oahu only; call for times

DANGEROUS GOODS SERVICE

- Available to and from Hawaii. Restrictions apply; please call 1-800-Go-FedEx (800-463-3339).

Services to the Continental U.S. and Alaska from Hawaii

FEDEX PRIORITY OVERNIGHT®

- Next-business-day delivery by 10:30 a.m., noon or 4:30 p.m., depending on location, to: Alaska (except Juneau), Arizona (except Tucson), California, Colorado, Idaho, Nevada, Oregon, Utah and Washington
- Second-business-day delivery to the rest of the U.S. by 10:30 a.m., noon or 4:30 p.m.

FEDEX STANDARD OVERNIGHT®

- Next-business-day delivery by 3 p.m. to Alaska (areas of Anchorage only), Arizona (except Tucson), California, Colorado, Idaho, Nevada, Oregon, Utah and Washington
- Second-business-day delivery to other locations by 3 p.m. or 4:30 p.m.

FEDEX 2DAY®

- Delivery by 4:30 p.m. the second business day to: Arizona (except Tucson), California, Colorado, Idaho, Nevada, Oregon, Utah and Washington; by 5 p.m. to Alaska
- Third-business-day delivery to other locations by 4:30 p.m.
- Residential deliveries are delivered by 7 p.m.

FEDEX 2DAY FREIGHT®

- Currently available from Oahu only

Services Within Hawaii

- Next-business-day delivery by 5 p.m. between many Hawaiian Island locations; same-business-day delivery from Oahu. Please call 1-800-Go-FedEx (800-463-3339) for details. Saturday service is not available in Hawaii.

NOTE: Service to/from the following Hawaiian ZIP codes is not available: 96713 (Hana), 96763 (Lanai City) and 96742 (Kalau Papa).

The Fed Ex Money-Back Guarantee

FedEx has so much confidence in its people, service network and information systems that we offer not one but two Money-Back Guarantees on our U.S. services: one if we can't tell you the status of your shipment within 30 minutes of your call, and another if we miss our delivery commitment — even by one minute. Just call to request a credit or refund of your transportation charges. (See Service Conditions for full details

and limitations regarding our Money-Back Guarantees.)

INTERNATIONAL SERVICES

Express delivery of virtually any size shipment, practically anywhere in the world. It's yours with FedEx international services. From heavy freight to urgent documents, overnight to deferred services, FedEx has the routes, distribution network, and transit times that can enhance your ability to connect with the world.

With service to more than 210 countries, the consistency and overall excellence of our international operations can help you win customers and prosper in the global economy, FedEx is continually opening up more of the world with new, expanded services such as FedEx international economy[SM].

Services to the world

8 a.m.

FEDEX INTERNATIONAL FIRST[SM]

With an unprecedented 8 a.m. delivery commitment in 1, 2 or 3 business days, this is your answer for time-sensitive items such as just-in-time parts and materials.

- U.S. outbound delivery by 8 a.m. to areas of Basel, Brussels, Frankfurt, London, Milan and Paris in 2 business days
- U.S. inbound delivery by 8 a.m. from nearly 20 countries to almost 5,000 U.S. ZIP codes typically in 1 or 2 business days
- Pieces up to 150 lbs., 108" length, and 130" in length plus girth

priority

FEDEX INTERNATIONAL PRIORITY®

Move your business into the global marketplace with customs-cleared delivery typically in 1, 2 or 3 business days to more than 210 countries, backed by our Money-Back Guarantee*.

- Industry's most frequent, timely and far-reaching service to, from, and within Asia
- Lower rates to major cities in Canada and the flexibility of two Canada pricing levels: major markets and remote destinations
- Service from the U.S. to several major European cities by 10:30 a.m. the second business day (by noon to other cities)
- Next-business-day service into North America from markets in Europe (including Russia), Canada, Mexico, Brazil and Caribbean
- Pieces up to 150 lbs. (unlimited weight for total shipment), and up to 108" length, and 130" in length plus girth

FEDEX INTERNATIONAL PRIORITY® FREIGHT

Larger total shipment weights and assured lift capacity — FedEx provides the speed and reliability your heavy freight needs.

- Delivery typically in 1, 2 or 3 business days for single pieces 151-1,500 lbs. each, backed by our Money-Back Guarantee*
- Eligible shipments have at least one piece weighing

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* See "Money-Back Guarantee Policy" in the Service Conditions section for details and limitations.

151 lbs. or more, including multiple-package shrink-wrapped shipments to one destination
- Available to many major U.S. export destinations, including new service to/from China (Shanghai, Beijing, Guangzhou, Shenzhen)
- Shipments booked and confirmed in advance, ensuring space
- Pieces up to 70" height, 119" length, and 300" in length plus girth

box options

NEW FEDEX BOXES FOR INTERNATIONAL SHIPPING

Become an instant export shipper with our new easy-to-use boxes. For a flat rate (see p. 70) to your destination, you can send either size box worldwide via FedEx International Priority. These boxes are sturdy, roomy, easy to carry (note the hand-holds on the FedEx 25kg Box), and come with shipping documents and instructions!

- FedEx 10kg Box: 16"x 13"x 10" (up to 22 lbs., flat rate applies)
- FedEx 25kg Box: 20"x 17" x 13" (up to 55 lbs., flat rate applies)

Pick them up at a FedEx World Service Center, ask your courier or call 1-800-Go-FedEx (800-463-3339). This packaging is designed for international shipping only. It may not be used for shipping within the U.S. or for shipping dangerous goods.

deferred

GO GLOBAL WITH FEDEX INTERNATIONAL ECONOMYSM

Take control over more of your shipments to and from Europe, Asia, Latin America and the Middle East. By popular demand, FedEx introduces cost-effective FedEx International Economy for your deferred shipments to key world markets. It's the perfect complement to FedEx International Priority, and another great way FedEx helps maximize the value of your time and money.

- Door-to-door, customs-cleared delivery weekdays in 4 to 5 business days (2 to 3 business days for Canada shipments)
- Same weight and size limits as FedEx International Priority
- Only Canada and Puerto Rico shipments are supported by our Money-Back Guarantee*

break bulk

FEDEX INTERNATIONAL PRIORITY DIRECT DISTRIBUTIONSM

Dramatically reduce the distribution cycle-time for your U.S. inbound bulk shipments. It's as easy as processing one shipment.

- Shipment clears customs as a single unit, then individual pieces are delivered door-to-door to multiple addresses in the United States
- Split-billing option lets shipment expenses be split

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* Between Asia's major trading centers, including Osaka, Kaohsiung, Penang, Kuala Lumpur, Seoul, Singapore, Tokyo, Hong Kong, Manila and Taipei.

between multiple payors
- Typical delivery time: 2 to 4 business days

FedEx has huge international facilities, the world's largest fleet of all-cargo aircraft and, most important, proven expertise in delivering your shipments worldwide. Our service options are diverse enough to accommodate every facet of your distribution strategy.

bulk mail

FEDEX INTERNATIONAL MAILSERVICE®

Speed the delivery of bulk mailings to international destinations. With this service you avoid sorting, weighing and stamping each piece because we do it for you. We then rush your mail to the appropriate foreign postal authority for final delivery. It's a simple, fast and economical way to send such things as invoices, statements, annual reports, magazines, catalogs and books.

- Premium delivery service generally in 4 to 7 international business days
- Standard delivery service generally in 7 to 11 international business days
- Low-value dutiable commodities (compact disks, diskettes, film, audio and video cassettes) are accepted if each item weighs less than 4.4 lbs. and has a commercial value of US$25 or less

broker select

FEDEX INTERNATIONAL BROKER SELECT®

Customs clearance is built into the price of every FedEx International Priority shipment, but if you have a broker you know and like, simply specify that party on the air

waybill.

- FedEx will tender your shipment to your broker and, at your request, resume delivery to final destination
- Available to more than 121 countries
- For added flexibility, you may list an unlimited number of commodities per air waybill

NYC shippers

FEDEX INTERNATIONAL PRIORITY PLUS®

FedEx puts New York City customers on the fast track with overnight service to/from commercial centers in Europe and South America.

- Time-definite, door-to-door delivery of packages up to 70 lbs., 48" length, and 90" in length and girth combined

committed freight

FEDEX INTERNATIONAL EXPRESS FREIGHT®

With the FedEx integrated global network, your express freight shipments move quickly and efficiently.

- Time-definite, airport-to-airport delivery typically in 1, 2 or 3 business days
- Pieces over 1,500 lbs. and 54"x 54"x 78" require advance approval
- By request, arrival notification (via fax)
- Space on every flight leg is booked and confirmed in advance

ATA

FEDEX INTERNATIONAL AIRPORT-TO-AIRPORT℠

A cost-effective alternative for your deferred shipments.

- Delivery typically in 2 to 4 business days

- Shipments move on a space-available basis
- Nearly all sizes and weights are accepted

customs

FEDEX EXPRESSCLEAR℠ ELECTRONIC CUSTOMS CLEARANCE

Using state-of-the-art computer technology, FedEx Expressclear™ Electronic Customs Clearance gives your international shipments a head start on regulatory clearance. While your shipment is en route, FedEx already initiates clearance with brokers and government agencies. If additional documents are needed, we can get them from you and transmit them to the government agency to expedite clearance. Customs delays can wreak havoc on a just-in-time schedule. FedEx innovation and information technology can help keep your shipments moving.

ADDITIONAL SERVICES

Serving Your Diverse Needs

dangerous goods

DANGEROUS GOODS SERVICE

FedEx handles more dangerous-goods shipments— to more destinations — than any other air carrier. Our experience helps you save time, money and worry.

- Specialists are available with free advice on labeling, packaging and regulations; call 1-800-Go-FedEx (800-463-3339) and ask for the Dangerous Goods Hotline before tendering your shipment to us
- Special handling fees apply; see rates section for details

- FedEx offers dozens of dangerous-goods seminars across the U.S.; visit www.fedex.com for a list or call us
- For specific information on shipping dangerous goods, see the Dangerous Goods section on the following page

C.O.D.

FEDEX COLLECT ON DELIVERY (C.O.D.) SERVICE*

- FedEx returns C.O.D. payment to you by next business day within the continental U.S.
- FedEx alerts the recipient before the C.O.D. shipment delivery is attempted, so you can receive full payment promptly
- We will collect a money order, cashier's check, certified check, company check or personal check (secured or unsecured)
- An additional $5-per-package charge applies, or $5 per shipment when hundredweight, freight and shipment pricing applies

air charter

FEDEX® AIR CHARTER

When your shipping challenges demand a unique solution, FedEx can charter its own aircraft to help. Call (800)238-0181 for details.

- FedEx provides the plane and crew; you choose the time and route
- Ship any acceptable commodity that fits on the plane

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* See Service Conditions section for terms and limitations.

- Available for both U.S. domestic and international flights

government

FEDEX SERVES THE U.S. GOVERNMENT

FedEx is the official small-package express service for the U.S. government under GSA Contract No. GS-23F-9656D.

- Discounted rates for packages up to 150 lbs.
- Just mark FedEx Priority Overnight or FedEx 2Day on the FedEx USA Airbill
- Government shippers can find out more on-line (www.fedex.com/usgovt)
- GSA Service Guides are available

Dangerous Goods/Hazardous Materials

Because regulations governing proper handling and transport of hazardous materials require specialized handling and special load allocations, special handling fees for both accessible and inaccessible classes of dangerous goods apply. FedEx strives to keep these costs to a minimum while meeting applicable standards for service, regulatory compliance, safety and reliability.

More than 3,000 commonly shipped materials are classified and regulated as "dangerous" by the U.S. Department of Transportation (DOT). In fact, many of the items you use every day contain volatile, flammable or otherwise potentially hazardous materials.

Dangerous goods require special packaging, marking, labeling and documentation; they may not be shipped in any FedEx packaging. Shipments of certain classes of hazardous materials may require additional preparation and preapproval.

FedEx works closely with the agencies that regulate dangerous-goods transportation, and we maintain an in-depth knowledge of all regulations governing them. We can help you determine if the commodity you are shipping falls into one of nine DOT-defined hazard classes listed below:

Class 1: Explosives: fireworks, bullets and shotgun shells
Class 2: Gases: aerosols, liquid nitrogen, cigarette lighters
Class 3: Flammable liquids: alcohols, gasoline, gas-powered equipment, paint and perfume
Class 4: Flammable solids: matches
Class 5: Oxidizers and organic peroxides: oxygen generators
Class 6: Poisons and infectious substances: cyanide, body fluids infected with HIV, Hepatitis, E. Coli, etc.
Class 7: Radioactives: radioisotopic cardiac pacemakers
Class 8: Corrosives: formaldehyde, formalin, thermometers, wet batteries
Class9: Miscellaneous: asbestos, dry ice, magnetized materials, or any material with strong odors likely to cause extreme discomfort to crew or passengers

While this list covers many of the most common examples of dangerous goods, it is not all-inclusive. Many commodities (such as "strike anywhere" matches and many explosives) are forbidden to be shipped by air.* Moreover, not all

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* The U.S. Department of Transportation (DOT) regulates the movement of dangerous goods by all modes of transportation. The Federal Aviation Administration (FAA) is a branch of the DOT and oversees dangerous goods shipments by air. When FedEx and all air carriers encounter improperly declared or undeclared shipment of dangerous goods, we are mandated to report the incident to the DOT/FAA. Penalties for such shipments can range up to $500,000 and five years in jail.

international destinations accept all classes of materials.

DANGEROUS GOODS INFORMATION

FedEx offers a free Dangerous Goods Hotline so you can tap our expertise m and get fast answers to your questions — just by picking up the phone. FedEx also offers Dangerous Goods shipping seminars that satisfy DOT and title 49 CFR, HM126(f) training and testing requirements.**

For information regarding dangerous-goods shipments, destinations accepting hazardous materials, and seminar schedules and registration, call 1-800-Go-FedEx (800-463-3339) and ask for our Dangerous Goods Hotline.

Innovative Distribution Solutions

FedEx has innovative solutions for your distribution challenges and for integrating transportation needs with the electronic marketplace, where many of your current and future customers will conduct their business. Here are just some of the services in place to reduce your carrying costs, increase your responsiveness and bring you closer to your customers.

FEDEX VIRTUAL ORDER[SM]

This simplifies on-line purchasing with an electronic catalog of your products and easy Internet access to that catalog for your customers, facilitating order entry and order

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** The DOT/FAA requires every shipper to have job-specific dangerous-goods training prior to offering a dangerous-goods shipment to FedEx or another air carrier.

management with your existing information systems. Powerful search features enable customers to check pricing and inventory, technical specifications and other product information, then transmit orders to the FedEx Virtual Order server. From there, you update inventory, and pick and pack the order. A shipping label is generated, and the shipment is tendered to FedEx for express delivery to your customer. Call (888)LINKON2 (888-546-5662) for more information.

FEDEX RETURNS MANAGEMENT

This service manages the recovery of high-value, high-tech products from your customer, then their subsequent redeployment. Services include:

- Integrated Return and Repair: A turnkey service that includes depot-level repair, with turnaround in as little as 24 hours. A fast-cycled, depot-level repair facility combined with FedEx express transportation services can help reduce inventory and provide nationwide quality control of your repair services.
- Express Asset Recovery: Includes tracking and follow-up services that reduce the time it takes to retrieve items from customers for rapid repair and return to inventory. Contact us at 1-800-Go-FedEx (800-463-3339) for additional information.

FEDEX EXPRESS DISTRIBUTION CENTERS[SM]

FedEx centralizes the warehousing and distribution of your time-sensitive inventory by accepting customer orders, conducting pick and pack, and delivering goods (even by same-day or next-flight-out services), backed by full information visibility.

FEDEX EXPRESS DISTRIBUTION DEPOT℠

Lets you offer your customers delivery in 2 to 4 hours on critical replacement parts 24 hours a day, 7 days a week through our nationwide system of shipping facilities in over 50 major cities.

Check Status in Seconds

FedEx scans your shipment frequently- up to 11 times in transit. You have several ways to monitor the status of your shipment as it moves through our network and to verify delivery details:

- Web site: www.fedex.com
- FedEx PowerShip® system
- FedEx Ship® software
- Call 1-800-Go-FedEx (800-463-3339)

DROP-OFF NETWORK

FedEx is always nearby with more than 40,000 convenient locations where you can drop off your FedEx shipment. These include thousands of FedEx drop boxes, facilities inside your favorite retailers (such as Kinko's®, Officemax® and Staples®) and services at thousands of FedEx authorized shipcenters. Our drop-off network gives you the ultimate in accessibility and convenience — your connection to the vast FedEx global network, right in your neighborhood.

FedEx® Drop-Off Network

To find your nearest FedEx drop-off location, click on the Drop-Off Locator on our Web site (www.fedex.com). It also lists the latest drop-off time. Or call us at 1-800-Go-FedEx (800-463-3339).

- Free FedEx packaging and shipping supplies are available at each drop-off location
- A few services, such as Dangerous Goods Service, are not available at all locations

FEDEX ON SATURDAY, OF COURSE

When your workweek stretches into the weekend, rest assured FedEx provides full Saturday pickup and delivery service at most locations (except for Drop Boxes). With FedEx, you don't have to hope and wonder whether your Saturday shipment will arrive. We commit to it.

- We're open Saturdays at many FedEx World Service Centers and retail affiliates; refer to the Drop-Off Locator on our Web site (www.fedex.com) for latest drop-off time
- There's no extra charge when you drop off or pick up shipments on Saturday at FedEx locations or when you have shipments held to be picked up at your convenience
- A $10 special handling fee applies for Saturday service (pickup and/or delivery) where per-package pricing applies, or $10 per shipment where hundredweight pricing applies

HOLD AT FEDEX LOCATION SERVICE

If you won't be available to receive your package, simply use our free Hold at FedEx Location Service. Then pick up your package at a FedEx World Service Center when it's

convenient — often earlier than your courier's scheduled delivery time.

- The sender must mark the "Hold at FedEx Location" section on the airbill and write the address of the FedEx location where the package is to be held
- Get a discount of $25 or 5% of transportation charges, whichever is greater, when you have freight (pieces with a billable weight of 151 lbs. or more) held for pickup

FEDEX PACKAGING

The handling of your shipment is a point of pride for every FedEx employee. The use of our own integrated air-and-ground network to transport your shipments, along with state-of-the-art sorting and routing systems, can help reduce handling.

Free self-sealing FedEx packaging is designed to be tough and durable. The following are available at any FedEx location including our drop boxes at Kinko's®, Officemax® and Staples®. Or order by calling 1-800-Go-FedEx (800-463-3339).

Proven Packaging

You are welcome to use your own packaging and boxes to ship with FedEx, but remember to follow proper packaging guidelines. If you have questions, call our packaging specialists at (800)633-7019. The most you can ship in the following packaging is 20 lbs., except for the FedEx Letter, which has a maximum of 8 oz. When using other packaging, you can ship boxes all the way up to 150 lbs. for many services — and sometimes up to 1,500 lbs.!

FEDEX® LETTER

- For documents weighing up to 8 oz. (shipments over 8 oz. are rated at the next higher whole pound)
- Inside dimensions: 9-1/2" x 12-1/2"
- Weight when empty: 1.5 oz.
- Maximum value you may declare: $500
- IMPORTANT: Designed to ship paper. Do not send fragile items such as pagers or diskettes, high-value items, or dangerous goods.

FEDEX® PAK

- Tear- and water-resistant oversized envelope for documents too large or heavy for the FedEx Letter
- Inside dimensions: 12-1/4" x 15-1/2"
- Weight when empty: 1 oz.
- Maximum value you may declare: $500
- IMPORTANT: Designed to ship paper. Do not send fragile items such as pagers or diskettes, high-value items, or dangerous goods.

SMALL FEDEX® BOX*

- Slender box designed for tapes or file folders
- Inside dimensions: 12-1/4" x 10-7/8" x 1-3/8"
- Weight when empty: 4.5 oz.

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* IMPORTANT: FedEx Boxes may not be used to ship laptop or desktop computers; these should be shipped in the manufacturers' original packaging only. Also, dangerous goods and diagnostic specimens may not be shipped in our boxes. Call us for assitance: (800)633-7019.

MEDIUM FEDEX® BOX*

- Well-suited for binders and other sizable shipments
- Inside dimensions: 11-1/2" x 13" x 2-3/8"
- Weight when empty: 6.5 oz.

LARGE FEDEX® BOX*

- Designed for small parts or computer printouts
- Inside dimensions: 17-1/2" x 12-3/8" x 3"
- Weight when empty: 14.5 oz.

FEDEX® TUBE

- Triangular package for plans, posters, blueprints, fabric samples, etc.
- Inside dimensions: 38"x 6"x 6"x 6"
- Weight when empty: 16 oz.

DIAGNOSTIC SPECIMEN ENVELOPE

- Clear plastic overwrap for diagnostic specimen shipments
- Maximum dimensions: 17-3/4" x 14-1/4" on the inside
- IMPORTANT: Do not place specimens in this overwrap until they have been inserted into an approved inner package. No other FedEx packaging may be used for these items. For information, see "Dangerous Goods" in the Service Conditions section or call us at (800)633-7019.

EASY INTERNATIONAL SHIPPING WITH FEDEX 10KG BOX AND FEDEX 25KG BOX

Become an instant export shipper with our new easy-to-use boxes. You can send either size box for a flat rate (see p. 70)

to your destination via FedEx International Priority®. These boxes are sturdy, roomy, easy to carry, and instructions and shipping documents are included.

- FedEx 10kg Box: 16"x 13"x 10" (up to 22 lbs., flat rate applies)
- FedEx 25kg Box: 20"x 17"x 13" (up to 55 lbs., flat rate applies)

These special new boxes are available at FedEx World Service Centers, from your courier, or when you call 1-800-Go-FedEx (800-463-3339).

SHIPPING TECHNOLOGY

FedEx puts information to work on your behalf like no other carrier. Any FedEx account holder can access time-saving FedEx technology, all free for your use, to simplify shipment processing and help you automatically find region and rate information. Choose from shipping software, internet shipping or a stand-alone system.

The Power of Information

FEDEX ON THE INTERNET

Our Web site at www.fedex.com is loaded with features that set new standards of innovation and convenience. Just look at what you can do:

- Prepare both U.S. shipping labels and international air waybills with FedEx interNetShip℠
- Find FedEx rates, region and service options using origin and destination ZIP codes
- Track your shipment status
- Pinpoint nearby FedEx locations with our Drop-Off Locator
- Download FedEx Ship® shipping software to ship directly

from your desktop
- Apply for a FedEx Account Number

FEDEX SHIP®

With FedEx Ship, you can turn your computer into a powerful shipping station.
- Quickly process U.S. and international shipments without manual paperwork
- Arrange pickups and track shipment status
- Store frequently used addresses and maintain shipping histories
- Create and print shipping labels up to 10 days in advance of shipping dates
- Install on a network

Download FedEx Ship from www.fedex.com or call 1-800-Go-FedEx (800-463-3339). It's free to FedEx account holders and available for Windows® and Macintosh®.

FEDEX POWERSHIP®

FedEx PowerShip systems help you work faster and serve your customers better. Each different option can help you instantly calculate the rate for your package. Among the other benefits:
- Easily prepare U.S. and international shipments
- Respond to customer inquiries with fast shipment-status updates
- Eliminate manual paperwork and rekeying
- Charge back shipping quickly with self-invoicing feature
- Generate management reports (except with FedEx PowerShip 3)

FedEx PowerShip 3® is a compact system for shippers who send at least three packages per day. Address book database for recipient information included.

FedEx PowerShip 2® has slightly more sophisticated features for shippers who send five to 100 packages a day. Address book database for recipient information included.

FedEx PowerShip PassPort® can be integrated with your information management systems on a personal, mini or mainframe computer if you ship at least 100 U.S. domestic packages or 25 international shipments per day.

FedEx PowerShip Plus® integrates advanced shipping automation into the accounting, order-entry and inventory-control systems of large-volume shippers.

ELECTRONIC DATA INTERCHANGE (EDI)

By connecting directly with FedEx via computer to exchange key information, your organization can benefit from:

- The cost-efficiencies of a paperless workplace
- Fast, accurate allocation of shipping costs
- Improved cash flow, with faster billing of customers and third parties If you prefer, new FedEx DirectLink™ gives you the advantages of EDI through a software installation. Minimum volume requirements apply. Contact your FedEx Account Executive for details.

FEDEX INTERNATIONAL DOCUMENT ASSISTANCE

Paperwork made easy for international shippers. Available soon at www.fedex.com, this new on-line resource enables you to complete and print major U.S. export forms and check

country-by-country commodity and documentation requirements.

DOCUMENTATION

FedEx has developed concise, well-organized, just-the-facts paperwork that can be completed in minutes — but is also powerful enough to guide your shipments anywhere in the united states and across our global network.

FedEx® USA Airbill

We've incorporated your feedback to make the FedEx USA Airbill more clear, concise and self-explanatory. Just fill it out, attach it to your shipment and keep a copy for your records.

The FedEx USA Airbill is used for shipments to and from locations within the United States, except for FedEx SameDay and FedEx Collect on Delivery (C.O.D.) Service shipments, which have their own airbills. If you have many packages going to the same destination at the same time, note that you can put up to 999 packages on the same airbill; see "Multiple-Package Shipments" on p. 55.

COMPLETING THE FEDEX USA AIRBILL

Sender Information: If you need a FedEx Account Number, call 1-800-Go-FedEx (800-463-3339) or apply on our Web site (www.fedex.com).

Internal Billing Information: Enter any internal numbers or codes you have assigned to the shipment. As a convenience, we will print the first 24 characters on your invoice.

Recipient Information:

- FedEx cannot deliver to P.O. boxes or to P.O. box ZIP codes in the U.S.
- If you select Hold at FedEx Location, enter the address of the FedEx facility where the shipment should be held for pickup on the "Address" line in Section 3. Call us for the address nearest you.

Service: Services are described in this guide and on the airbill. If no service is marked, we will send your shipment via FedEx Priority Overnight.

Special Handling: You must furnish the information required.

Payment:

- Bill Sender/Bill Recipient/Bill Third Party— Include the payor's FedEx Account Number
- Bill Credit Card — Write in the credit card number and expiration date. FedEx accepts American Express, Diners Club, Discover Card, MasterCard, Optima and VISA.
- Cash/Check — Payment must be made at time of tender to FedEx

Release Signature: This convenient option lets you sign to authorize us to deliver your shipment even if no one is there to receive it, so the recipient needn't wait for a reattempted delivery. The recipient may also request delivery without a signature being obtained.

FEDEX® STAMP

Shipping doesn't get much easier than this. FedEx Stamps are prepaid shipping labels that you can use instead of airbills. Give them to your customers and employees for easy return

of merchandise, bills of lading, expense reports and time cards. You decide the type of service that should be used, so you know your shipping costs up-front. The convenience can enhance your image, the simplicity can save you time, and the increased control can help you reduce costs.

- Use for FedEx Priority Overnight, FedEx Standard Overnight and FedEx 2Day
- Available for FedEx Letters and packages up to 5 lbs. shipped within the continental U.S.
- Available for FedEx Letters shipped from Puerto Rico to the continental U.S.
- Service and weights are specified at the time of purchase, and Region 5 rates apply to all prepaid Stamps

FEDEX® BILLABLE STAMP

FedEx Billable Stamps are shipping at its simplest. There's no airbill to complete, no service option to decide, no account numbers to memorize. For repair and return applications, a FedEx Stamp enclosed with your outbound shipment ensures your customer can return items quickly and conveniently. You specify service in advance, and FedEx Billable Stamps are billed to your account only after they are used.

- Use for FedEx Priority Overnight, FedEx Standard Overnight and FedEx 2Day
- Available for FedEx Letters and packages up to 150 lbs. shipped within the continental U.S.
- A preprinted return address is required; third-party billing is not available
- Services and weights are specified in advance

The redesigned FedEx international air waybill makes it easier than ever to reach the more than 210 countries FedEx serves. Among the improvements: more writing space, better flow of information and the sender's copy on top. The design

is similar to our FedEx USA airbill to help streamline your paperwork.

FedEx®International Air Waybill

The FedEx International Air Waybill is required for most international shipments. Some freight shipments (FedEx International Express Freight and FedEx International Airport-to-Airport) require the FedEx 023 International Air Waybill. FedEx International MailService shipments have their own air waybill. To order these and instructions for completion, call (800)247-4747.

COMPLETING THE FEDEX INTERNATIONAL AIR WAYBILL

Sender Information: if you need a FedEx Account Number, call us at (800)463-3339 or apply on our Web site (www.fedex.com).

Internal Billing Information: For internal billing numbers or codes you assign to the shipment. We'll print the first 24 characters on your invoice.

Recipient Information: For shipments to Puerto Rico, a P.O. address is acceptable, provided a telephone, fax or telex number is included.

Shipment Information:

- "DIM Weight." FedEx may assess additional transportation charges based on the International Air Transport Association (IATA) volumetric standard
- "Commodity Description." Be specific and detailed, and indicate if the shipment is not for resale
- "Harmonized Code." Call (800)247-4747 for information

- "Value for Customs." Enter the selling price or replacement cost (even if not sold or for resale) of the contents of your shipment. This number must agree with the number provided on your Commercial Invoice.
- "Total Declared Value for Carriage." This figure must not exceed the "Total Value for Customs" amount
- Up to ten (10) commodities may be shipped on a single air waybill. Each commodity must be listed separately with a complete description. If you need more space for commodity descriptions, please attach a Commercial Invoice.

Broker Selection, Service, Packaging:

- Services are described in this guide and on the air waybill. If no service is marked, we will send your shipment via FedEx International Priority. Packaging is described on pp. 16-17.

Special Handling: If you are shipping dangerous goods, include two copies of a Shipper's Declaration of Dangerous Goods and a 24-hour emergency response number. Call (800)247-4747 and ask for the Dangerous Goods Hotline for details.

Payment: Include the account number of the bill-to party if different from your account number. If the recipient or third party fails to pay transportation charges, duties and taxes, the sender is responsible for payment.

Commercial Invoice

The Commercial Invoice and FedEx International Air Waybill are the primary documents for clearing your shipment through customs.

- The Commercial Invoice is typically required for

shipments of nondocument commodities, but this varies by country, size, weight, quantity and value. Call us at (800)247-4747 for information.

- One signed original and two copies are required
- For shipments from the U.S. to Canada, use either the Commercial Invoice or the Canada Customs Invoice
- Your own corporate invoice is the preferred format if it contains the information listed below. FedEx can provide a form you can copy onto your letterhead. Visit our Web site (www.fedex.com) and soon you can access FedEx International Document Assistance for help.

HERE'S WHAT TO INCLUDE:

- FedEx International Air Waybill number
- Date of exportation
- Export references
- Name and address of shipper, consignee and importer
- Country of manufacture, country of export and country of ultimate destination
- Detailed description of each commodity, including (but not limited to):
  - Name of each item (generic and scientific, if known)
  - Harmonized System classification number
  - Grade and quantity of commodity
  - Marks, numbers and symbols under which commodity is packaged and sold
  - Composition and/or construction of product
  - Purchase price of each item (in the currency of purchase) and total invoice value
  - All charges and discounts associated with the transaction (including packaging, transportation, insurance, etc.) and the terms of sale

  -Type of packaging
- Destination Control Statement

- Shipper's Declaration, signature and date

Shipper's Export Declaration (SED)

AN SED IS REQUIRED:

- When any single commodity in a shipment leaving the U.S. has a Declared Value for Customs greater than US$2,500. The only exception: most shipments to Canada.
- When a shipment requires an export license
- When you have nondocument shipments, regardless of value, to certain Eastern European or Asian countries. Call (800)247-4747 for details.

COMPLETING THE SED

Section lb., EIN Number: This is your Employer Identification Number (Tax ID) if you are a corporation, or your Social Security number if you are shipping as an individual.

Section lc., Parties to Transaction: Indicate whether the shipper and recipient are subsidiaries or divisions of the same company.

Section 3, Bill of Lading/Air Waybill No.: Fill in your air waybill number.

Section 4a., Ultimate Consignee: "Ultimate consignee" means the end-user of the freight. If the ultimate consignee differs from the consignee indicated on the FedEx International Air Waybill, complete this section. If not, leave it blank.

Section 7, Country of Ultimate Destination: This is important if a shipment is to be used in a country other than where consignee is located.

Sections 16-19: Use "D" for domestic commodity, "F" for foreign. For help with Harmonized Codes, call (800)247-4747.

Section 20, Value: Enter the value in whole U.S. dollars.

Section 21, Validated License No./License Exception Symbol: To see whether a license number or a license exception symbol is necessary, call the U.S. Department of Commerce at (202)482-4811 or (714)660-0144.

Section 22, ECCN:

- Shipments made under license exception GBS, CIV or LVS under a specific license or made NI'R, but controlled under N.S. Column 2 require the Export Control Classification Number (ECCN) here. The ECCN for Commodities on Control List (CCL) must be included in this section. If you are unfamiliar with CCL or uncertain as to proper ECCN, call the Bureau of Export Administration at (408)998-7402 or the numbers above.

- Export license numbers and license exception symbols are not required for exports to Canada, and never required for export to Puerto Rico and U.S. Virgin Is.

Section 24: Signature, Title, Date

Certificate of Origin

Depending on commodity and destination, your export shipment may require a Certificate of Origin. If you are not

sure whether one is needed, call FedEx International Customer Service at (800)247-4747.

- One original is required
- For shipments to Canada and Mexico, use the NAFTA Certificate of Origin if the goods qualify as North American Origin Goods
- The Certificate of Origin contains much of the same information as the Commercial Invoice; the descriptions and amounts on the two documents must be consistent
- Once completed, the Certificate of Origin must be notarized and then certified by your local chamber of commerce
- FedEx Global Regulatory Services can prepare a Certificate of Origin for U.S. shippers for $12, plus the cost of sending it where the shipper designates via FedEx Overnight Letter. For more information, call (800)851-3336; West Coast shippers also can call (800)215-4661.
- All textiles to the European Union require a Certificate of Origin

PACKAGING TIPS

Here are a few simple reminders to help your package move safely through our system. For assistance, please contact the FedEx packaging design and development department at (800)633-7019.

FedEx Packaging Tips

1. SELECT PROPER PACKAGING

- Please don't ship heavier items than your packaging calls for.
- If you have chipboard boxes (including many retail gift boxes), place

them inside a corrugated box.

- We recommend your package be at least 7" x 4" x 2" if you want to attach an airbill* to it. Anything smaller should go into a FedEx Pak, provided it isn't fragile.
- If your item's outer finishing might be damaged by adhesive labels, soiling or marking, or if it might burst open during transit, please place it in a protective container. You can order tie-on airbill pouches by calling 1-800-Go-FedEx (800-463-3339).

2. USE FILLERS AND CUSHIONING MATERIAL

- Use fillers to protect your contents inside the box, and make sure nothing is moving around loose.
- Wrap each item individually with cushioning material and center it in the box, away from other items and the edges of the box.
- Make sure you have at least 2" of cushioning material at top, sides and bottom — more for delicate items.
- Heavy metal items are best suited for heavy-duty, corrugated cardboard cartons.

3. SEAL YOUR PACKAGE

- Check for sharp, protruding edges or points. If you find any, coverthem with firmly taped corrugated panels or pads.
- Before sealing the box, place the shipper's address and phone and the recipient's address and phone (or fax)inside.
- Then seal your shipment well with three 2"-wide, pressure-sensitive strips of plastic tape at top and bottom.

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* Airbill or air waybill refers to any shipping document, manifest, FedEx PowerShip label, FedEx Ship airbill or similar item used in the FedEx system.

- You'll want to avoid wrapping paper, household cellophane tape, masking tape, water-activated tape, string and rope.

4. ADDRESSING AND LABELING

- Remove any old labels from the package.
- Include the recipient's address and your return address on the address label.
- Your recipient's ZIP code or U.S. postal code must be for a street address, not a post office box. (FedEx can deliver to post office boxes overseas, but not in the U.S. We can't deliver to U.S. military post office box addresses such as APO and FPO, either.)
- Labels and bar codes will scan properly if they are free from wrinkles and dirt.
- FedEx cannot assure that "Up" arrows or "This End Up" markings can be observed, but if you place your airbill or label on the top of your package, you have a better chance of getting your preferred orientation. We do not honor "fragile" or other special handling labels.

5. SHIP YOUR PACKAGE

Drop your shipment off at a FedEx World Service Center, FedEx Authorized ShipCenter or FedEx Drop Box, or call 1-800-Go-FedEx(800-463-3339) to schedule a pickup.

Explanation of FedEx U.S. Service Area Codes

To determine whether your destination address is an A1, AA, AM, PM, RM, AT H1, H2, H3, 01,02 or 03 delivery area, call 1•800•Go•FedEx or refer to the FedEx Worldwide Directory, which is part of this FedEx Service Guide and available upon request.

For U.S. Domestic Packages 150 Lbs. or Less

Service	Delivery Address
FedEx Sameday®	Delivery is the same day you call anywhere in the United States, depending on availability. Please call us for information.
Service	A1 Areas
FedEx First Overnight®	8 a.m. delivery next business day to nearly 5,000 ZIP codes in A1 Areas. Please call us for available ZIP codes or visit our Web site (www.fedex.com).

Services	AA Areas	AM Areas	PM Areas
FedEx Priority Overnight®	**10:30 a.m. delivery next business day. 12 noon Saturday delivery. Saturday pickup available. 12 noon C.O.D. delivery (M-F only). 1:30 p.m. Saturday C.O.D. delivery.**	**12 noon delivery next business day. 1:30 p.m. Saturday delivery. Saturday pickup available. 1:30 p.m. C.O.D. delivery (M-F only). 3 p.m. Saturday C.O.D. delivery.**	**4:30 p.m. delivery next business day. No Saturday pickup or delivery available. 4:30 p.m. C.O.D. delivery (M-F only)**
FedEx Standard Overnight®	**3 p.m. delivery next business day. Saturday pickup available 3 p.m. C.O.D. delivery (M-F only).**	**4:30 p.m. delivery next business day. Saturday pickup available. 4:30 p.m. C.O.D. delivery (M-F only)**	**Delivery not available. Pickup available (M-F only). C.O.D. not available.**

FedEx 2Day	**4:30 p.m. delivery 2nd business day. 4:30 p.m. Saturday delivery. Saturday pickup available 4:30 p.m. C.O.D. delivery. 7 p.m. delivery 2nd business day for residential delivery (M-F)**	**4:30 p.m. delivery 2nd business day. 4:30 p.m. Saturday delivery. Saturday pickup available. 4:30 p.m. C.O.D. delivery. 7 p.m. delivery 2nd business day for residential delivery (M-F)**	**4:30 p.m. delivery 2nd business day. No Saturday pickup or delivery available. 4:30 p.m. C.O.D. delivery 2nd business day (m0F only). 7 p.m. delivery 2nd business day for residential delivery (M-F)**

FedEx Express Saver®	**4:30 p.m. delivery 3rd business day. No Saturday delivery. Saturday pickup available. 4:30 p.m. C.O.D. delivery. 7 p.m. delivery 3rd business day for residential delivery (M-F).**	**4:30 p.m. delivery 3rd business day. No Saturday delivery. Saturday pickup available. 4:30 p.m. C.O.D. delivery. 7 p.m. delivery 3rd business day for residential delivery (M-F).**	**4:30 p.m. delivery 3rd business day. No Saturday pickup or delivery available. 4:30 p.m. C.O.D. delivery 3rd business day (M-F only). 7 p.m. delivery 3rd business day for residential delivery (M-F)**

Services	PM Areas	AT Areas	RM Areas
FedEx Priority Overnight®	4:30 p.m. delivery next business day. No Saturday pickup or delivery available. 4:30 p.m. C.O.D. delivery (M-F only).	12 noon delivery second business day. No Saturday pickup or delivery available. 1:30 p.m. C.O.D. delivery second business day (M-F only)	4:30 p.m. delivery next business day. No pickups. NO Saturday delivery. 4:30 p.m. C.O.D. delivery (M-F only).
Fed Ex Standard Overnight®	Delivery not available. Pickup available (M-F only). C.O.D. not available.	Delivery not available. Pickup available (M-F only). C.O.D. not available.	No pickup or delivery available. C.O.D. not available.

FedEx 2Day®	**4:30 p.m. delivery 2nd business day. No Saturday pickup or delivery available. 4:30 p.m. C.O.D. delivery 2nd business day (M-F only). 7 p.m. delivery 2nd business day for residential delivery (M-F).**	**5 p.m. delivery 3rd business day. No Saturday pickup or delivery available. 5 p.m. C.O.D. delivery 3rd business day (M-F only). 7 p.m. delivery 3rd business day for residential delivery (M-F).**	**4:30 p.m. delivery 2nd business day. No pickups. No Saturday delivery. 4:30 p.m. C.O.D. delivery 2nd business day (M-F only). 7 p.m. delivery 2nd business day for residential delivery (M-F).**

FedEx Express Saver®	**4:30 p.m. delivery 3rd business day. No Saturday pickup or delivery available. 4:30 p.m. C.O.D. delivery 3rd business day (M-F only). 7 p.m. delivery 3rd business day for residential delivery (M-F)**	**5 p.m. delivery 3rd business day. No Saturday pickup or delivery available. 5 p.m. C.O.D. delivery 3rd business day (M-F only). 7 p.m. delivery 3rd business day for residential delivery (M-F)**	**4:30 p.m. delivery 3rd business day. No pickups. No Saturday delivery. 4:30 p.m. C.O.D. delivery 3rd business day (M-F only). 7 p.m. delivery 3rd business day for residential delivery (M-F)**

FOR U.S. DOMESTIC PACKAGES 151 LBS. OR MORE

FedEx Overnight Freight®

Service Guide	Destination H1	Destination H2	Destination H3*
Origin H1	Door to Door by 12 noon next business day. C.O.D. delivery by 1:30 p.m. (M-F only).	Door to Door 4:30 p.m. next business day. C.O.D. delivery (M-F only)	Door to FedEx Freight Location by 4:30 p.m. next business day. C.O.D. not available.
Origin H2	Door to Door by 12 noon next business day. C.O.D. delivery by 1:30 p.m. (M-F only).	Door to Door by 4:30 p.m. next business day. C.O.D. delivery (M-F only).	Door to FedEx Freight Location by 4:30 p.m. next business day. C.O.D. not available.

Origin H3*	**FedEx Freight Location to Door by 12 noon next business day. C.O.D. not available.**	**FedEx Freight Location to Door by 4:30 p.m. next business day. C.O.D. not available.**	**FedEx Freight Location (Origin) to FedEx Freight Location (Destination) by 4:30 p.m. next business day. C.O.D. not available.**

Saturday service is not available in any of the above areas.

FedEx 2Day Freight®

Service Code	**Destination H1**	**Destination H2**	**Destination H3*`**
Origin H1	**Door to Door by 4:30 p.m. 2nd business day. C.O.D. delivery (M-F only).**	**Door to Door by 4:30 p.m. 2nd business day. C.O.D. delivery (M-F only).**	**Door to FedEx Freight Location by 4:30 p.m. 2nd business day. C.O.D. not available**

Origin H2	**Door to Door by 4:30 p.m. 2nd business day. C.O.D. delivery (M-F only).**	**Door to Door by 4:30 p.m. 2nd business day. C.O.D. delivery (M-F only).**	**Door to FedEx Freight Location by 4:30 p.m. 2nd business day. C.O.D. not available.**
Origin H3*	**FedEx Freight Location to Door by 4:30 p.m. 2nd business day. C.O.D. not available.**	**FedEx Freight Location to Door by 4:30 p.m. 2nd business day. C.O.D. not available.**	**FedEx Freight Location (Origin) to FedEx Freight Location (Destination) by 4:30 p.m. 2nd business day. C.O.D. not available.**

Saturday service is not available in any of the above areas.

FedEx Express Saver® Freight**

Service Code	Destination H1	Destination H2	Destination H3*
Origin H1	Door to Door by 4:30 p.m. in 1, 2 or 3 business days. C.O.D. delivery (M-F only).	Door to Door by 4:30 p.m. in 1, 2, or 3 business days. C.O.D. delivery (M-F only).	Door to FedEx Freight Location by 4:30 p.m. in 1, 2, or 3 business days. C.O.D. not available.
Origin H2	Door to Door by 4:30 p.m. in 1,2 or 3 business days. C.O.D. not available.	FedEx Freight Location to Door by 4:30 p.m. in 1, 2 or 3 business days. C.O.D. not available.	Door to FedEx Freight Location by 4:30 p.m. in 1, 2 or 3 business days. C.O.D. not available.

Origin H3*	FedEx Freight Location to Door by 4:30 p.m. in 1, 2 or 3 business days. C.O.D. not available.	FedEx Freight Location to Door by 4:30 p.m. in 1, 2 or 3 business days. C.O.D. not available.	FedEx Freight Location (Origin) to Fed Ex Freight Location (Destination) by 4:30 p.m. in 1, 2 or 3 business days. C.O.D. not available.

Saturday service is not available in any of the above areas.

* Cartage Agent Service Areas. FedEx will make arrangements with third-party cartage agents for pickups from and/or deliveries to H3 areas and estimate the transit time for the cartage agent. An H3 pickup or delivery charge of $50 applies. The Money-Back Guarantee applies only to the portion of the move handled directly by FedEx.

** Delivery generally in 1 business day for shipments moving up to 150 miles; generally in 2 business days for shipments moving 151-1,000 miles; and generally in 3 business days for shipments moving over 1,000 miles.

U.S. RATES

What if you could get the legendary reliability, 24-hour shipment-status tracking, personable couriers and precision-driven network of FedEx at new, lower rates? It's yours with

our new distance-based pricing when you ship shorter distances, and with the addition of new FedEx Express Saver® service. Now you can treat all your U.S. express shipments to the quality of FedEx, at rates that give you more value than ever before.

U.S. Rates

You'll see that these rates are organized by region. Each region represents a different mileage break. You can easily calculate your rate by determining your destination region with the FedEx Region Locator. To get one, use our Region Locator fax-on-demand service at (888)333-3947, or call us at lo800oGooFedEx (800-463-3339). Region Locators are also available on our Web site at www.fedex.com. These rates apply to U.S. domestic packages and freight, so you can use these rates for all your shipments. FedEx SameDaye rates remain unchanged.

FREE FEDEX® SHIPPING TOOLS MAKE IT EASY

As always, FedEx electronic offerings can give you prompt rate and region information, so you don't need to look up a thing. Just choose your service, key in a destination ZIP code, and calculations are done automatically. If you're an Internet user, you can find FedEx Service Guide rates and region information on-line. Read more about our popular FedEx Ship software, FedEx PowerShip systems and Web site (www.fedex.com) shipping resources m all free for your use on pp. 18-19.

THESE ARE DROP-OFF RATES

FedEx now separates courier pickup charges from transportation costs so you can more easily see your charges

for each. The rates in this guide apply to all packages dropped off at one of our more than 40,000 convenient drop-off locations. They also apply if you have a regular pickup with FedEx (see below). If you prefer to have a courier pick up your package, add $3 per package (or $3 per shipment for U.S. export shipments) to the rates shown here. This will be itemized separately on your invoice as a courier pickup charge. This charge does not apply to freight weighing 151 lbs. or more per piece.

REGULAR PICKUP

These rates also apply if you participate in a regular pickup program with FedEx. You may qualify to become a regular stop if you have sufficient regular volume. Please check with your FedEx courier or call 1-800-Go-FedEx (800-463-3339) to see whether you might be eligible.

SHIPMENTS FOR ALASKA, HAWAII AND PUERTO RICO

Rates for Alaska and Hawaii start on p. 46. To better reflect transportation costs, you will notice that Alaska/Hawaii regions (9-16) are organized by metro and rural, and inbound and outbound. Puerto Rico rates begin on p. 59.

TEMPORARY FUEL SURCHARGE

Due to the potential for significant fluctuations in the market for aviation and vehicle fuel, FedEx reserves the right to assess a temporary fuel surcharge on any shipments without notice. Any such surcharge will be applied for such periods as we may determine necessary. **On February 3, 1997, FedEx instituted a 2% temporary fuel adjustment, which**

remains in effect as of the issuance date of this FedEx Service Guide.

AIR TRANSPORTATION TAX INCLUDED

A federal excise tax when required by the Internal Revenue Code on the air transportation portion of our services, if any, is paid by us.

DIMENSIONAL WEIGHT

FedEx may assess transportation charges based on the volumetric standard. Dimensional weight for shipments traveling within the U.S. is calculated by multiplying the length by width by height of each package in inches and dividing by 194. If the dimensional weight exceeds the actual weight, you will be charged based on the dimensional weight. Dimensions of 1/2" or greater are rounded up to the next whole number; dimensions less than 1/2" are rounded down. The final calculation is rounded up to the whole pound. Dimensional weight can be applied to packages or shipments in customer packaging (not FedEx packaging) with a package greater than 12" x 12" x 12".

How to Use the Following Rate Tables

1 Find your destination zip code in the FedEx region locator and see which region your destination zip corresponds to.

2 Turn to the appropriate region and determine the weight of your shipment.

3 See your rate under the column for the FedEx Service of your choice.

See Fold Out Exhibit of
U.S. Rates

U.S. RATES

REGION 2

SHIPMENTS

MOVING GENERALLY

0-150 MILES

FROM ORIGIN

TO DESTINATION

ANYWHERE IN THE

CONTINENTAL U.S.

To Find Your Rate:

1. Locate your destination ZIP code and corresponding region in the Region Locator
2. Turn to rate tables for that region, determine shipment weight
3. See your rate under the FedEx service you choose

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1•800•Go•FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

FedEx Letter up to 8 oz.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
	$ 37.00	$ 12.00	$ 10.50	**	**
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 40.75	$ 15.75	$ 13.75	$ 7.00	$ 5.95
2 lbs.	42.00	17.00	14.75	7.25	6.20
3	43.00	18.00	15.75	7.75	6.70
4	44.25	19.25	16.75	8.25	7.20
5	45.25	20.25	17.50	9.00	7.95
6	46.00	21.00	18.25	9.75	8.70
7	46.75	21.75	19.00	10.25	9.20
8	47.75	22.75	19.75	11.00	9.95
9	48.50	23.50	20.50	11.50	10.45
10	49.50	24.50	21.25	12.00	10.95
11	50.25	25.25	22.00	12.75	11.70
12	51.25	26.25	22.75	13.25	12.20
13	52.00	27.00	23.50	14.00	12.95
14	53.00	28.00	24.25	14.75	13.70
15	53.75	28.75	25.00	15.25	14.20
16	54.25	29.25	25.75	15.75	14.70
17	54.75	29.75	26.25	16.00	14.95
18	55.25	30.25	27.00	16.50	15.45
19	55.75	30.75	27.50	16.75	15.70
20	56.25	31.25	28.25	17.25	16.20
21	56.75	31.75	28.75	17.50	16.45
22	57.25	32.25	29.50	18.00	16.95
23	57.75	32.75	30.00	18.25	17.20
24	58.25	33.25	30.75	18.75	17.70
25	58.75	33.75	31.25	19.00	17.95
26	59.25	34.25	32.00	19.50	18.45
27	59.75	34.75	32.50	19.75	18.70
28	60.25	35.25	33.25	20.25	19.20
29	60.75	35.75	33.75	20.50	19.45
30	61.25	36.25	34.50	21.00	19.95
31	62.00	37.00	35.25	21.50	20.45
32	62.75	37.75	35.75	22.00	20.95
33	63.50	38.50	36.50	22.50	21.45
34	64.25	39.25	37.25	23.00	21.75
35	65.00	40.00	38.00	23.50	22.25
36	65.75	40.75	38.75	24.00	22.75
37	66.50	41.50	39.50	24.50	23.25
38	67.25	42.25	40.25	25.00	23.75
39	68.00	43.00	40.75	25.75	24.50
40	68.75	43.75	41.50	26.25	25.00
41	69.50	44.50	42.25	26.75	25.50
42	70.25	45.25	43.00	27.25	26.00
43	71.00	46.00	43.75	28.00	26.50
44	72.00	47.00	44.75	28.50	27.00
45	73.00	48.00	45.50	29.00	27.50
46	73.75	48.75	46.25	29.50	28.00
47	74.50	49.50	47.00	30.00	28.50
48	75.25	50.25	47.75	30.75	29.25
49	76.00	51.00	48.50	31.25	29.75

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

BEST AVAILABLE COPY

PC00121

U.S. RATES

Now Lower Rates

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
50	$ 76.75	$ 51.75	$ 49.25	$ 31.75	$ 30.25
51	77.75	52.75	50.00	32.25	30.75
52	78.75	53.75	51.00	32.75	31.00
53	79.75	54.75	52.00	33.25	31.50
54	80.75	55.75	53.00	33.75	32.00
55	81.75	56.75	54.00	34.25	32.50
56	82.50	57.50	54.75	34.75	33.00
57	83.50	58.50	55.50	35.25	33.50
58	84.50	59.50	56.50	35.75	34.00
59	85.50	60.50	57.50	36.25	34.50
60	86.50	61.50	58.50	36.75	35.00
61	87.75	62.75	59.50	37.50	35.75
62	89.00	64.00	60.75	38.00	36.00
63	90.25	65.25	62.00	38.50	36.50
64	91.50	66.50	63.25	39.00	37.00
65	92.75	67.75	64.25	39.50	37.50
66	94.25	69.25	65.75	40.25	38.25
67	95.50	70.50	67.00	40.75	38.75
68	96.75	71.75	68.25	41.25	39.25
69	98.00	73.00	69.25	41.75	39.75
70	99.50	74.50	70.75	42.25	40.25
71	100.75	75.75	72.00	43.00	40.75
72	102.00	77.00	73.25	43.50	41.25
73	103.25	78.25	74.25	44.00	41.75
74	104.75	79.75	75.75	44.50	42.25
75	106.00	81.00	77.00	45.25	43.00
76	107.25	82.25	78.25	45.75	43.50
77	108.75	83.75	79.50	46.25	44.00
78	110.00	85.00	80.75	46.75	44.50
79	111.50	86.50	82.25	47.50	45.25
80	112.75	87.75	83.25	48.00	45.50
81	114.25	89.25	84.75	48.50	46.00
82	115.50	90.50	86.00	49.00	46.50
83	117.25	92.25	87.75	49.50	47.00
84	118.25	93.25	88.50	50.25	47.75
85	119.50	94.50	89.75	50.75	48.25
86	120.75	95.75	91.00	51.25	48.75
87	122.00	97.00	92.25	51.75	49.25
88	123.25	98.25	93.25	52.50	50.00
89	124.50	99.50	94.50	53.00	50.25
90	125.50	100.50	95.50	53.50	50.75
91	126.75	101.75	96.75	54.00	51.25
92	128.00	103.00	97.75	54.75	52.00
93	129.25	104.25	99.00	55.25	52.50
94	130.50	105.50	100.25	55.75	53.00
95	131.75	106.75	101.50	56.25	53.50
96	133.00	108.00	102.50	56.75	54.00
97	134.00	109.00	103.50	57.50	54.75
98	135.25	110.25	104.75	58.00	55.00
99	136.50	111.50	106.00	58.50	55.50
100	138.00	113.00	107.00	59.00	56.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
101	$ 139.38	$ 114.13	$ 108.07	$ 59.59	$ 56.56
102	140.76	115.26	109.14	60.18	57.12
103	142.14	116.39	110.21	60.77	57.68
104	143.52	117.52	111.28	61.36	58.24
105	144.90	118.65	112.35	61.95	58.80
106	146.28	119.78	113.42	62.54	59.36
107	147.66	120.91	114.49	63.13	59.92
108	149.04	122.04	115.56	63.72	60.48
109	150.42	123.17	116.63	64.31	61.04
110	151.80	124.30	117.70	64.90	61.60
111	153.18	125.43	118.77	65.49	62.16
112	154.56	126.56	119.84	66.08	62.72
113	155.94	127.69	120.91	66.67	63.28
114	157.32	128.82	121.98	67.26	63.84
115	158.70	129.95	123.05	67.85	64.40
116	160.08	131.08	124.12	68.44	64.96
117	161.46	132.21	125.19	69.03	65.52
118	162.84	133.34	126.26	69.62	66.08
119	164.22	134.47	127.33	70.21	66.64
120	165.60	135.60	128.40	70.80	67.20
121	166.98	136.73	129.47	71.39	67.76
122	168.36	137.86	130.54	71.98	68.32
123	169.74	138.99	131.61	72.57	68.88
124	171.12	140.12	132.68	73.16	69.44
125	172.50	141.25	133.75	73.75	70.00
126	173.88	142.38	134.82	74.34	70.56
127	175.26	143.51	135.89	74.93	71.12
128	176.64	144.64	136.96	75.52	71.68
129	178.02	145.77	138.03	76.11	72.24
130	179.40	146.90	139.10	76.70	72.80
131	180.78	148.03	140.17	77.29	73.36
132	182.16	149.16	141.24	77.88	73.92
133	183.54	150.29	142.31	78.47	74.48
134	184.92	151.42	143.38	79.06	75.04
135	186.30	152.55	144.45	79.65	75.60
136	187.68	153.68	145.52	80.24	76.16
137	189.06	154.81	146.59	80.83	76.72
138	190.44	155.94	147.66	81.42	77.28
139	191.82	157.07	148.73	82.01	77.84
140	193.20	158.20	149.80	82.60	78.40
141	194.58	159.33	150.87	83.19	78.96
142	195.96	160.46	151.94	83.78	79.52
143	197.34	161.59	153.01	84.37	80.08
144	198.72	162.72	154.08	84.96	80.64
145	200.10	163.85	155.15	85.55	81.20
146	201.48	164.98	156.22	86.14	81.76
147	202.86	166.11	157.29	86.73	82.32
148	204.24	167.24	158.36	87.32	82.88
149	205.62	168.37	159.43	87.91	83.44
150	207.00	169.50	160.50	88.50	84.00

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. *For descriptions of FedEx services, see pp. 4-7.*

http://www.fedex.com

PC00122

REGION 3

SHIPMENTS

MOVING GENERALLY

151-300 MILES

FROM ORIGIN

TO DESTINATION

ANYWHERE IN THE

CONTINENTAL U.S.

FedEx Letter up to 8 oz.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
	$ 38.00	$ 13.00	$ 11.25	**	**
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 42.25	$ 17.25	$ 15.00	$ 7.25	$ 6.20
2 lbs.	43.50	18.50	16.00	7.75	6.70
3	44.50	19.50	17.00	8.25	7.20
4	45.75	20.75	18.00	9.00	7.95
5	46.75	21.75	19.00	9.75	8.70
6	48.00	23.00	20.00	10.75	9.70
7	49.25	24.25	21.00	11.50	10.45
8	50.25	25.25	22.00	12.25	11.20
9	51.50	26.50	23.00	13.00	11.95
10	52.50	27.50	24.00	13.75	12.70
11	53.75	28.75	25.00	14.50	13.45
12	55.00	30.00	26.00	15.25	14.20
13	56.00	31.00	27.00	15.75	14.70
14	57.25	32.25	28.00	16.75	15.70
15	58.25	33.25	29.00	17.25	16.20
16	58.75	33.75	29.50	17.75	16.70
17	59.25	34.25	30.25	18.25	17.20
18	59.75	34.75	30.75	18.75	17.70
19	60.00	35.00	31.50	19.00	17.95
20	60.50	35.50	32.00	19.50	18.45
21	61.00	36.00	32.75	20.00	18.95
22	61.50	36.50	33.25	20.50	19.45
23	62.00	37.00	34.00	21.00	19.95
24	62.50	37.50	34.50	21.50	20.45
25	63.00	38.00	35.25	22.00	20.75
26	63.50	38.50	35.75	22.50	21.25
27	63.75	38.75	36.50	22.75	21.70
28	64.25	39.25	37.00	23.25	22.20
29	64.75	39.75	37.75	23.75	22.50
30	65.25	40.25	38.25	24.25	23.00
31	66.00	41.00	39.00	24.75	23.50
32	66.75	41.75	39.75	25.50	24.25
33	67.50	42.50	40.50	26.00	24.75
34	68.25	43.25	41.00	26.75	25.50
35	69.00	44.00	41.75	27.25	26.00
36	69.75	44.75	42.50	28.00	26.50
37	70.50	45.50	43.25	28.50	27.00
38	71.25	46.25	44.00	29.25	27.75
39	72.00	47.00	44.75	29.75	28.25
40	73.00	48.00	45.50	30.50	29.00
41	74.00	49.00	46.50	31.25	29.75
42	75.00	50.00	47.50	31.75	30.25
43	76.00	51.00	48.50	32.50	31.00
44	77.00	52.00	49.50	33.00	31.25
45	78.00	53.00	50.25	33.75	32.00
46	79.00	54.00	51.25	34.25	32.50
47	80.00	55.00	52.25	35.00	33.25
48	81.00	56.00	53.25	35.50	33.75
49	82.00	57.00	54.25	36.25	34.50

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1·800·Go·FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

To Find Your Rate:

1. **Locate your destination ZIP code and corresponding region in the Region Locator**
2. **Turn to rate tables for that region, determine shipment weight**
3. **See your rate under the FedEx service you choose**

PC00123

U.S. RATES

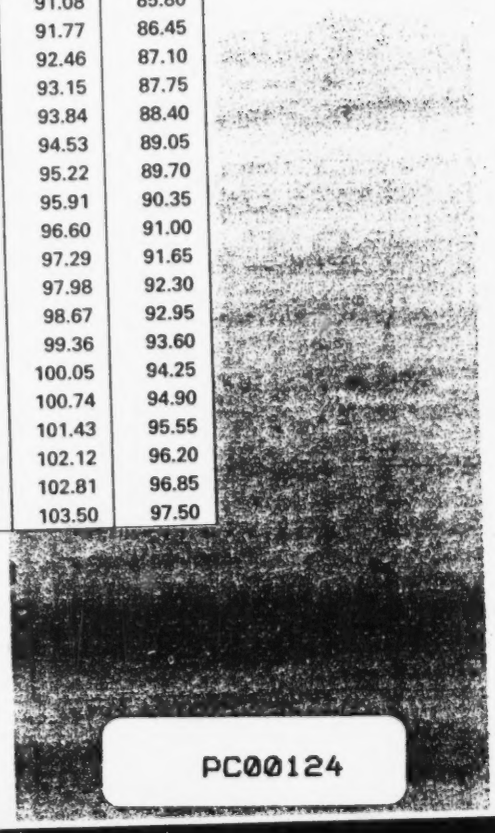
Now Lower Rates

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
50	$ 83.25	$ 58.25	$ 55.25	$ 36.75	$ 35.00
51	84.50	59.50	56.50	37.50	35.75
52	85.75	60.75	57.75	38.00	36.00
53	87.00	62.00	59.00	38.75	36.75
54	88.25	63.25	60.00	39.25	37.25
55	89.50	64.50	61.25	40.00	38.00
56	90.75	65.75	62.50	40.50	38.50
57	92.00	67.00	63.75	41.25	39.25
58	93.25	68.25	64.75	41.75	39.75
59	94.50	69.50	66.00	42.25	40.25
60	96.00	71.00	67.50	43.00	40.75
61	97.50	72.50	69.00	43.50	41.25
62	99.00	74.00	70.25	44.25	42.00
63	100.50	75.50	71.75	44.75	42.50
64	102.00	77.00	73.25	45.50	43.25
65	103.50	78.50	74.50	46.25	44.00
66	105.00	80.00	76.00	46.75	44.50
67	106.50	81,50	77.50	47.50	45.25
68	108.00	83.00	78.75	48.00	45.50
69	109.50	84.50	80.25	48.75	46.25
70	111.00	86.00	81.75	49.50	47.00
71	112.50	87.50	83.25	50.00	47.50
72	114.00	89.00	84.50	50.75	48.25
73	115.50	90.50	86.00	51.50	49.00
74	117.00	92.00	87.50	52.00	49.50
75	118.50	93.50	88.75	52.75	50.00
76	120.00	95.00	90.25	53.25	50.50
77	121.50	96.50	91.75	54.00	51.25
78	123.00	98.00	93.00	54.75	52.00
79	124.50	99.50	94.50	55.25	52.50
80	126.25	101.25	96.25	56.00	53.25
81	128.00	103.00	97.75	56.50	53.75
82	129.75	104.75	99.50	57.25	54.50
83	131.50	106.50	101.25	58.00	55.00
84	133.25	108.25	102.75	58.50	55.50
85	135.00	110.00	104.50	59.25	56.25
86	136.75	111.75	106.25	59.75	56.75
87	138.50	113.50	107.75	60.50	57.50
88	140.25	115.25	109.50	61.25	58.25
89	142.00	117.00	111.25	61.75	58.75
90	143.75	118.75	112.75	62.50	59.50
91	145.50	120.50	114.50	63.25	60.00
92	147.25	122.25	116.25	63.75	60.50
93	148.25	123.25	117.00	64.50	61.25
94	149.75	124.75	118.50	65.00	61.75
95	151.25	126.25	120.00	65.75	62.50
96	152.75	127.75	121.25	66.25	63.00
97	154.00	129.00	122.50	67.00	63.75
98	155.50	130.50	124.00	67.50	64.25
99	157.00	132.00	125.50	68.00	64.50
100	159.00	134.00	127.00	69.00	65.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
101	$ 160.59	$ 135.34	$ 128.27	$ 69.69	$ 65.65
102	162.18	136.68	129.54	70.38	66.30
103	163.77	138.02	130.81	71.07	66.95
104	165.36	139.36	132.08	71.76	67.60
105	166.95	140.70	133.35	72.45	68.25
106	168.54	142.04	134.62	73.14	68.90
107	170.13	143.38	135.89	73.83	69.55
108	171.72	144.72	137.16	74.52	70.20
109	173.31	146.06	138.43	75.21	70.85
110	174.90	147.40	139.70	75.90	71.50
111	176.49	148.74	140.97	76.59	72.15
112	178.08	150.08	142.24	77.28	72.80
113	179.67	151.42	143.51	77.97	73.45
114	181.26	152.76	144.78	78.66	74.10
115	182.85	154.10	146.05	79.35	74.75
116	184.44	155.44	147.32	80.04	75.40
117	186.03	156.78	148.59	80.73	76.05
118	187.62	158.12	149.86	81.42	76.70
119	189.21	159.46	151.13	82.11	77.35
120	190.80	160.80	152.40	82.80	78.00
121	192.39	162.14	153.67	83.49	78.65
122	193.98	163.48	154.94	84.18	79.30
123	195.57	164.82	156.21	84.87	79.95
124	197.16	166.16	157.48	85.56	80.60
125	198.75	167.50	158.75	86.25	81.25
126	200.34	168.84	160.02	86.94	81.90
127	201.93	170.18	161.29	87.63	82.55
128	203.52	171.52	162.56	88.32	83.20
129	205.11	172.86	163.83	89.01	83.85
130	206.70	174.20	165.10	89.70	84.50
131	208.29	175.54	166.37	90.39	85.15
132	209.88	176.88	167.64	91.08	85.80
133	211.47	178.22	168.91	91.77	86.45
134	213.06	179.56	170.18	92.46	87.10
135	214.65	180.90	171.45	93.15	87.75
136	216.24	182.24	172.72	93.84	88.40
137	217.83	183.58	173.99	94.53	89.05
138	219.42	184.92	175.26	95.22	89.70
139	221.01	186.26	176.53	95.91	90.35
140	222.60	187.60	177.80	96.60	91.00
141	224.19	188.94	179.07	97.29	91.65
142	225.78	190.28	180.34	97.98	92.30
143	227.37	191.62	181.61	98.67	92.95
144	228.96	192.96	182.88	99.36	93.60
145	230.55	194.30	184.15	100.05	94.25
146	232.14	195.64	185.42	100.74	94.90
147	233.73	196.98	186.69	101.43	95.55
148	235.32	198.32	187.96	102.12	96.20
149	236.91	199.66	189.23	102.81	96.85
150	238.50	201.00	190.50	103.50	97.50

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

http://www.fedex.com



PC00124

REGION 4

SHIPMENTS MOVING GENERALLY 301-600 MILES FROM ORIGIN TO DESTINATION ANYWHERE IN THE CONTINENTAL U.S.

To Find Your Rate:

1. Locate your destination ZIP code and corresponding region in the Region Locator
2. Turn to rate tables for that region, determine shipment weight
3. See your rate under the FedEx service you choose

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1•800•Go•FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

FedEx Letter	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
up to 8 oz.	$ 38.75	$ 13.75	$ 12.00	**	**
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 44.25	$ 19.25	$ 16.75	$ 7.50	$ 6.45
2 lbs.	46.25	21.25	18.50	8.25	7.20
3	48.25	23.25	20.25	9.25	8.20
4	50.25	25.25	22.00	10.00	8.95
5	52.25	27.25	23.75	11.00	9.95
6	54.50	29.50	25.75	12.00	10.95
7	57.00	32.00	27.75	13.25	12.20
8	59.25	34.25	29.75	14.00	12.95
9	61.50	36.50	31.75	15.25	14.20
10	63.50	38.50	33.50	16.00	14.95
11	65.50	40.50	35.25	17.25	16.20
12	67.25	42.25	36.75	18.00	16.95
13	69.00	44.00	38.25	19.00	17.95
14	70.75	45.75	39.75	20.25	19.20
15	72.50	47.50	41.25	21.00	19.95
16	73.50	48.50	42.50	21.50	20.45
17	74.75	49.75	43.75	22.25	21.00
18	75.75	50.75	45.00	22.75	21.70
19	76.75	51.75	46.50	23.25	22.20
20	78.00	53.00	47.75	24.00	22.75
21	79.00	54.00	49.00	24.50	23.25
22	80.00	55.00	50.25	25.00	23.75
23	81.25	56.25	51.50	25.75	24.50
24	82.25	57.25	52.75	26.25	25.00
25	83.25	58.25	54.00	26.75	25.50
26	84.50	59.50	55.25	27.50	26.00
27	85.50	60.50	56.75	28.00	26.50
28	86.50	61.50	58.00	28.50	27.25
29	87.75	62.75	59.25	29.25	27.75
30	88.75	63.75	60.50	29.75	28.25
31	90.25	65.25	62.00	30.75	29.25
32	91.75	66.75	63.50	31.50	30.00
33	93.25	68.25	64.75	32.25	30.75
34	94.75	69.75	66.25	33.00	31.25
35	96.25	71.25	67.75	33.75	32.00
36	97.75	72.75	69.00	34.50	32.75
37	99.25	74.25	70.50	35.25	33.50
38	100.75	75.75	72.00	36.00	34.25
39	102.25	77.25	73.50	36.75	35.00
40	103.75	78.75	74.75	37.50	35.75
41	105.25	80.25	76.25	38.25	36.25
42	106.75	81.75	77.75	39.00	37.00
43	108.25	83.25	79.00	39.75	37.75
44	109.75	84.75	80.50	40.50	38.50
45	111.25	86.25	82.00	41.25	39.25
46	112.75	87.75	83.25	42.00	40.00
47	114.25	89.25	84.75	42.75	40.50
48	115.75	90.75	86.25	43.50	41.25
49	117.25	92.25	87.75	44.25	42.00

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

PC00125

U.S. RATES

Now Lower Rates

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
50	$ 118.75	$ 93.75	$ 89.00	$ 45.00	$ 42.75
51	120.25	95.25	90.50	45.75	43.50
52	121.75	96.75	92.00	46.50	44.25
53	123.25	98.25	93.25	47.25	45.00
54	124.75	99.75	94.75	48.00	45.50
55	126.25	101.25	96.25	48.75	46.25
56	127.75	102.75	97.50	49.50	47.00
57	129.25	104.25	99.00	50.25	47.75
58	130.75	105.75	100.50	51.00	48.50
59	132.25	107.25	102.00	51.75	49.25
60	134.00	109.00	103.50	52.50	50.00
61	135.75	110.75	105.25	53.25	50.50
62	137.50	112.50	107.00	54.00	51.25
63	139.25	114.25	108.50	54.75	52.00
64	141.00	116.00	110.25	55.50	52.75
65	142.75	117.75	111.75	56.25	53.50
66	144.50	119.50	113.50	57.25	54.50
67	146.25	121.25	115.25	58.00	55.00
68	148.00	123.00	116.75	58.75	55.75
69	149.75	124.75	118.50	59.75	56.75
70	151.75	126.75	120.50	60.50	57.50
71	153.75	128.75	122.25	61.25	58.25
72	155.75	130.75	124.25	62.25	59.25
73	157.75	132.75	126.00	63.00	59.75
74	159.75	134.75	128.00	63.75	60.50
75	161.75	136.75	130.00	64.75	61.50
76	164.00	139.00	132.00	65.50	62.25
77	166.25	141.25	134.25	66.25	63.00
78	168.50	143.50	136.25	67.25	64.00
79	170.75	145.75	138.50	68.00	64.50
80	173.25	148.25	140.75	69.00	65.50
81	175.50	150.50	143.00	69.75	66.25
82	177.75	152.75	145.00	70.50	67.00
83	179.75	154.75	147.00	71.50	68.00
84	181.75	156.75	149.00	72.25	68.75
85	183.75	158.75	150.75	73.00	69.25
86	185.75	160.75	152.75	74.00	70.25
87	187.75	162.75	154.50	74.75	71.00
88	189.75	164.75	156.50	75.50	71.75
89	191.50	166.50	158.25	76.25	72.50
90	193.50	168.50	160.00	77.25	73.50
91	195.50	170.50	162.00	78.00	74.00
92	197.50	172.50	164.00	78.75	74.75
93	199.50	174.50	165.75	79.50	75.50
94	201.50	176.50	167.75	80.50	76.50
95	203.50	178.50	169.50	81.25	77.25
96	205.25	180.25	171.25	82.00	78.00
97	207.25	182.25	173.25	82.75	78.50
98	209.00	184.00	174.75	83.50	79.25
99	210.75	185.75	176.50	84.25	80.00
100	212.00	187.00	178.00	85.00	81.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
101	$ 214.12	$ 188.87	$ 179.78	$ 85.85	$ 81.81
102	216.24	190.74	181.56	86.70	82.62
103	218.36	192.61	183.34	87.55	83.43
104	220.48	194.48	185.12	88.40	84.24
105	222.60	196.35	186.90	89.25	85.05
106	224.72	198.22	188.68	90.10	85.86
107	226.84	200.09	190.46	90.95	86.67
108	228.96	201.96	192.24	91.80	87.48
109	231.08	203.83	194.02	92.65	88.29
110	233.20	205.70	195.80	93.50	89.10
111	235.32	207.57	197.58	94.35	89.91
112	237.44	209.44	199.36	95.20	90.72
113	239.56	211.31	201.14	96.05	91.53
114	241.68	213.18	202.92	96.90	92.34
115	243.80	215.05	204.70	97.75	93.15
116	245.92	216.92	206.48	98.60	93.96
117	248.04	218.79	208.26	99.45	94.77
118	250.16	220.66	210.04	100.30	95.58
119	252.28	222.53	211.82	101.15	96.39
120	254.40	224.40	213.60	102.00	97.20
121	256.52	226.27	215.38	102.85	98.01
122	258.64	228.14	217.16	103.70	98.82
123	260.76	230.01	218.94	104.55	99.63
124	262.88	231.88	220.72	105.40	100.44
125	265.00	233.75	222.50	106.25	101.25
126	267.12	235.62	224.28	107.10	102.06
127	269.24	237.49	226.06	107.95	102.87
128	271.36	239.36	227.84	108.80	103.68
129	273.48	241.23	229.62	109.65	104.49
130	275.60	243.10	231.40	110.50	105.30
131	277.72	244.97	233.18	111.35	106.11
132	279.84	246.84	234.96	112.20	106.92
133	281.96	248.71	236.74	113.05	107.73
134	284.08	250.58	238.52	113.90	108.54
135	286.20	252.45	240.30	114.75	109.35
136	288.32	254.32	242.08	115.60	110.16
137	290.44	256.19	243.86	116.45	110.97
138	292.56	258.06	245.64	117.30	111.78
139	294.68	259.93	247.42	118.15	112.59
140	296.80	261.80	249.20	119.00	113.40
141	298.92	263.67	250.98	119.85	114.21
142	301.04	265.54	252.76	120.70	115.02
143	303.16	267.41	254.54	121.55	115.83
144	305.28	269.28	256.32	122.40	116.64
145	307.40	271.15	258.10	123.25	117.45
146	309.52	273.02	259.88	124.10	118.26
147	311.64	274.89	261.66	124.95	119.07
148	313.76	276.76	263.44	125.80	119.88
149	315.88	278.63	265.22	126.65	120.69
150	318.00	280.50	267.00	127.50	121.50

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

http://www.fedex.com

Need a FedEx Region Locator? Just use our Region Locator fax-on-demand service at (888)333-3947, or call 1-800-Go-FedEx (800-463-3339), or get one from our Web site at www.fedex.com.

PC00126

REGION 5

SHIPMENTS MOVING GENERALLY 601-1,000 MILES FROM ORIGIN TO DESTINATION ANYWHERE IN THE CONTINENTAL U.S.

To Find Your Rate:

1. Locate your destination ZIP code and corresponding region in the Region Locator
2. Turn to rate tables for that region, determine shipment weight
3. See your rate under the FedEx service you choose

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1-800-Go-FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

FedEx Letter up to 8 oz.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
	$ 39.00	$ 14.00	$ 12.25	**	**
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 45.25	$ 20.25	$ 17.50	$ 7.75	$ 6.70
2 lbs.	47.75	22.75	19.75	8.75	7.70
3	49.75	24.75	21.50	9.75	8.70
4	52.00	27.00	23.50	11.00	9.95
5	54.00	29.00	25.25	12.00	10.95
6	56.25	31.25	27.25	13.25	12.20
7	58.75	33.75	29.25	14.75	13.70
8	61.00	36.00	31.25	16.00	14.95
9	63.25	38.25	33.25	17.50	16.45
10	65.50	40.50	35.25	18.75	17.70
11	67.75	42.75	37.25	19.75	18.70
12	69.75	44.75	39.00	21.00	19.95
13	71.75	46.75	40.75	22.25	21.20
14	74.00	49.00	42.50	23.25	22.20
15	75.50	50.50	44.00	24.50	23.45
16	76.50	51.50	45.25	25.25	24.20
17	77.75	52.75	46.50	26.00	24.75
18	78.75	53.75	47.75	26.75	25.50
19	79.75	54.75	49.25	27.25	26.20
20	80.75	55.75	50.50	28.00	26.75
21	82.00	57.00	51.75	28.75	27.50
22	83.00	58.00	53.00	29.50	28.25
23	84.00	59.00	54.25	30.25	28.75
24	85.00	60.00	55.50	31.00	29.50
25	86.25	61.25	56.75	31.75	30.25
26	87.25	62.25	58.00	32.50	30.75
27	88.25	63.25	59.50	33.00	31.50
28	89.25	64.25	60.75	33.75	32.25
29	90.50	65.50	62.00	34.50	32.75
30	91.50	66.50	63.25	35.25	33.50
31	93.00	68.00	64.50	36.25	34.50
32	94.75	69.75	66.25	37.00	35.25
33	96.50	71.50	68.00	38.00	36.00
34	98.25	73.25	69.50	38.75	36.75
35	100.00	75.00	71.25	39.75	37.75
36	101.75	76.75	73.00	40.50	38.50
37	103.50	78.50	74.50	41.50	39.50
38	105.25	80.25	76.25	42.25	40.25
39	107.00	82.00	78.00	43.25	41.00
40	108.75	83.75	79.50	44.00	41.75
41	110.25	85.25	81.00	45.00	42.75
42	111.75	86.75	82.50	45.75	43.50
43	113.25	88.25	83.75	46.75	44.50
44	114.75	89.75	85.25	47.50	45.25
45	116.00	91.00	86.50	48.50	46.00
46	117.25	92.25	87.75	49.25	46.75
47	118.50	93.50	88.75	50.25	47.75
48	119.75	94.75	90.00	51.00	48.50
49	121.00	96.00	91.25	52.00	49.50

* *FedEx Pak shipments use per-pound rates.*
** *One-pound rate applies.*

PC00127

U.S. RATES

Now Lower Rates

Lbs.	FedEx First Overnight	FedEx Priority Overnight	FedEx Standard Overnight	FedEx 2Day	FedEx Express Saver
50	$ 122.25	$ 97.25	$ 92.50	$ 52.75	$ 50.00
51	123.75	98.75	93.75	53.75	51.00
52	125.25	100.25	95.25	54.50	51.75
53	126.75	101.75	96.75	55.50	52.75
54	128.25	103.25	98.00	56.25	53.50
55	129.75	104.75	99.50	57.25	54.50
56	131.25	106.25	101.00	58.00	55.00
57	132.75	107.75	102.25	59.00	56.00
58	134.25	109.25	103.75	59.75	56.75
59	135.75	110.75	105.25	60.75	57.75
60	137.25	112.25	106.75	61.75	58.75
61	139.50	114.50	108.75	62.50	59.50
62	141.50	116.50	110.75	63.50	60.25
63	143.50	118.50	112.50	64.50	61.25
64	145.50	120.50	114.50	65.50	62.25
65	147.50	122.50	116.50	66.50	63.25
66	149.50	124.50	118.25	67.25	64.00
67	151.50	126.50	120.25	68.25	64.75
68	153.50	128.50	122.00	69.25	65.75
69	155.50	130.50	124.00	70.25	66.75
70	157.50	132.50	126.00	71.25	67.75
71	159.50	134.50	127.75	72.25	68.75
72	161.50	136.50	129.75	73.50	69.75
73	163.50	138.50	131.50	74.50	70.75
74	165.75	140.75	133.75	75.50	71.75
75	167.75	142.75	135.50	76.50	72.75
76	169.75	144.75	137.50	77.50	73.75
77	171.75	146.75	139.50	78.50	74.50
78	173.75	148.75	141.25	79.50	75.50
79	175.75	150.75	143.25	80.50	76.50
80	177.75	152.75	145.00	81.50	77.50
81	179.75	154.75	147.00	82.50	78.50
82	181.75	156.75	149.00	83.50	79.25
83	183.75	158.75	150.75	84.50	80.25
84	185.75	160.75	152.75	85.50	81.25
85	187.75	162.75	154.50	86.50	82.25
86	190.00	165.00	156.75	87.50	83.25
87	192.00	167.00	158.75	88.50	84.00
88	194.00	169.00	160.50	89.50	85.00
89	196.00	171.00	162.50	90.50	86.00
90	198.00	173.00	164.25	91.50	87.00
91	200.00	175.00	166.25	92.50	88.00
92	202.00	177.00	168.25	93.50	88.75
93	204.00	179.00	170.00	94.50	89.75
94	206.00	181.00	172.00	95.50	90.75
95	208.00	183.00	173.75	96.50	91.75
96	210.00	185.00	175.75	97.25	92.50
97	212.00	187.00	177.75	98.25	93.25
98	214.00	189.00	179.50	99.00	94.00
99	216.25	191.25	181.75	100.00	95.00
100	217.00	192.00	182.00	101.00	96.00

Lbs.	FedEx First Overnight	FedEx Priority Overnight	FedEx Standard Overnight	FedEx 2Day	FedEx Express Saver
101	$ 219.17	$ 193.92	$ 183.82	$ 102.01	$ 96.96
102	221.34	195.84	185.64	103.02	97.92
103	223.51	197.76	187.46	104.03	98.88
104	225.68	199.68	189.28	105.04	99.84
105	227.85	201.60	191.10	106.05	100.80
106	230.02	203.52	192.92	107.06	101.76
107	232.19	205.44	194.74	108.07	102.72
108	234.36	207.36	196.56	109.08	103.68
109	236.53	209.28	198.38	110.09	104.64
110	238.70	211.20	200.20	111.10	105.60
111	240.87	213.12	202.02	112.11	106.56
112	243.04	215.04	203.84	113.12	107.52
113	245.21	216.96	205.66	114.13	108.48
114	247.38	218.88	207.48	115.14	109.44
115	249.55	220.80	209.30	116.15	110.40
116	251.72	222.72	211.12	117.16	111.36
117	253.89	224.64	212.94	118.17	112.32
118	256.06	226.56	214.76	119.18	113.28
119	258.23	228.48	216.58	120.19	114.24
120	260.40	230.40	218.40	121.20	115.20
121	262.57	232.32	220.22	122.21	116.16
122	264.74	234.24	222.04	123.22	117.12
123	266.91	236.16	223.86	124.23	118.08
124	269.08	238.08	225.68	125.24	119.04
125	271.25	240.00	227.50	126.25	120.00
126	273.42	241.92	229.32	127.26	120.96
127	275.59	243.84	231.14	128.27	121.92
128	277.76	245.76	232.96	129.28	122.88
129	279.93	247.68	234.78	130.29	123.84
130	282.10	249.60	236.60	131.30	124.80
131	284.27	251.52	238.42	132.31	125.76
132	286.44	253.44	240.24	133.32	126.72
133	288.61	255.36	242.06	134.33	127.68
134	290.78	257.28	243.88	135.34	128.64
135	292.95	259.20	245.70	136.35	129.60
136	295.12	261.12	247.52	137.36	130.56
137	297.29	263.04	249.34	138.37	131.52
138	299.46	264.96	251.16	139.38	132.48
139	301.63	266.88	252.98	140.39	133.44
140	303.80	268.80	254.80	141.40	134.40
141	305.97	270.72	256.62	142.41	135.36
142	308.14	272.64	258.44	143.42	136.32
143	310.31	274.56	260.26	144.43	137.28
144	312.48	276.48	262.08	145.44	138.24
145	314.65	278.40	263.90	146.45	139.20
146	316.82	280.32	265.72	147.46	140.16
147	318.99	282.24	267.54	148.47	141.12
148	321.16	284.16	269.36	149.48	142.08
149	323.33	286.08	271.18	150.49	143.04
150	325.50	288.00	273.00	151.50	144.00

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

http://www.fedex.com

PC00128

REGION 6

SHIPMENTS MOVING GENERALLY 1,001-1,400 MILES FROM ORIGIN TO DESTINATION ANYWHERE IN THE CONTINENTAL U.S.

To Find Your Rate:

1. Locate your destination ZIP code and corresponding region in the Region Locator
2. Turn to rate tables for that region, determine shipment weight
3. See your rate under the FedEx service you choose

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1-800-Go-FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

FedEx Letter up to 8 oz.	FedEx First Overnight® $ 39.50	FedEx Priority Overnight® $ 14.50	FedEx Standard Overnight® $ 12.50	FedEx 2Day® **	FedEx Express Saver® **
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 45.75	$ 20.75	$ 18.00	$ 8.25	$ 7.20
2 lbs.	48.25	23.25	20.25	9.50	8.45
3	50.50	25.50	22.25	10.75	9.70
4	53.00	28.00	24.25	12.00	10.95
5	55.25	30.25	26.25	13.75	12.70
6	57.75	32.75	28.50	15.50	14.45
7	60.00	35.00	30.50	17.25	16.20
8	62.50	37.50	32.50	19.00	17.95
9	64.75	39.75	34.50	20.50	19.45
10	67.00	42.00	36.50	21.75	20.70
11	69.25	44.25	38.50	23.25	22.20
12	71.50	46.50	40.50	24.75	23.70
13	73.50	48.50	42.25	26.25	25.00
14	75.50	50.50	44.00	27.50	26.45
15	77.25	52.25	45.50	29.00	27.75
16	78.25	53.25	46.75	30.00	28.75
17	79.50	54.50	48.00	31.00	29.50
18	80.50	55.50	49.25	32.00	30.50
19	81.50	56.50	50.75	33.00	31.50
20	82.50	57.50	52.00	34.00	32.50
21	83.75	58.75	53.25	35.00	33.25
22	84.75	59.75	54.50	36.00	34.25
23	85.75	60.75	55.75	37.00	35.25
24	86.75	61.75	57.00	38.00	36.25
25	88.00	63.00	58.25	39.00	37.00
26	89.00	64.00	59.50	40.00	38.00
27	90.00	65.00	61.00	41.00	39.00
28	91.00	66.00	62.25	42.00	40.00
29	92.25	67.25	63.50	43.00	40.75
30	93.25	68.25	64.75	44.00	41.75
31	94.75	69.75	66.25	45.25	43.00
32	96.50	71.50	68.00	46.50	44.25
33	98.25	73.25	69.50	47.75	45.25
34	99.75	74.75	71.00	49.00	46.50
35	101.25	76.25	72.50	50.25	47.75
36	103.00	78.00	74.00	51.50	49.00
37	104.50	79.50	75.50	52.75	50.00
38	106.25	81.25	77.25	54.00	51.25
39	108.00	83.00	78.75	55.00	52.25
40	109.75	84.75	80.50	56.25	53.50
41	111.25	86.25	82.00	57.50	54.75
42	113.00	88.00	83.50	58.75	55.75
43	114.50	89.50	85.00	59.75	56.75
44	116.25	91.25	86.75	61.00	58.00
45	117.75	92.75	88.00	62.25	59.25
46	119.25	94.25	89.50	63.25	60.00
47	120.75	95.75	91.00	64.50	61.25
48	122.25	97.25	92.50	65.75	62.50
49	123.75	98.75	93.75	67.00	63.75

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

PC00129

U.S. RATES

Now Lower Rates

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
50	$ 125.50	$ 100.50	$ 95.50	$ 68.00	$ 64.50
51	127.25	102.25	97.25	69.25	65.75
52	129.00	104.00	98.75	70.50	67.00
53	130.75	105.75	100.50	71.50	68.00
54	132.25	107.25	102.00	72.75	69.00
55	134.00	109.00	103.50	73.75	70.00
56	135.50	110.50	105.00	75.00	71.25
57	137.00	112.00	106.50	76.25	72.50
58	138.75	113.75	108.00	77.25	73.50
59	140.25	115.25	109.50	78.50	74.50
60	141.75	116.75	111.00	79.75	75.75
61	144.00	119.00	113.00	80.75	76.75
62	146.00	121.00	115.00	82.00	78.00
63	148.00	123.00	116.75	83.25	79.00
64	150.25	125.25	119.00	84.50	80.25
65	152.25	127.25	121.00	85.75	81.50
66	154.50	129.50	123.00	86.75	82.50
67	156.50	131.50	125.00	88.00	83.50
68	158.50	133.50	126.75	89.25	84.75
69	160.75	135.75	129.00	90.50	86.00
70	162.75	137.75	130.75	91.75	87.25
71	165.00	140.00	133.00	92.75	88.00
72	167.00	142.00	135.00	94.00	89.25
73	169.00	144.00	136.75	95.25	90.50
74	171.25	146.25	139.00	96.50	91.75
75	173.25	148.25	140.75	97.50	92.75
76	175.50	150.50	143.00	98.75	93.75
77	177.50	152.50	145.00	100.00	95.00
78	179.50	154.50	146.75	101.00	96.00
79	181.75	156.75	149.00	102.25	97.25
80	183.75	158.75	150.75	103.50	98.25
81	186.00	161.00	153.00	104.75	99.50
82	188.00	163.00	154.75	106.00	100.75
83	190.00	165.00	156.75	107.00	101.75
84	192.25	167.25	159.00	108.25	102.75
85	194.25	169.25	160.75	109.50	104.00
86	196.50	171.50	163.00	110.75	105.25
87	198.50	173.50	164.75	112.00	106.50
88	200.50	175.50	166.75	113.25	107.50
89	202.75	177.75	168.75	114.25	108.50
90	204.75	179.75	170.75	115.50	109.75
91	207.00	182.00	173.00	116.75	111.00
92	209.00	184.00	174.75	118.00	112.00
93	211.00	186.00	176.75	119.25	113.25
94	213.25	188.25	178.75	120.50	114.50
95	215.25	190.25	180.75	121.75	115.75
96	217.50	192.50	183.00	123.00	116.75
97	219.50	194.50	184.75	124.00	117.75
98	221.50	196.50	186.75	125.00	118.75
99	223.75	198.75	188.75	126.25	120.00
100	225.00	200.00	190.00	128.00	121.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
101	$ 227.25	$ 202.00	$ 191.90	$ 129.28	$ 122.21
102	229.50	204.00	193.80	130.56	123.42
103	231.75	206.00	195.70	131.84	124.63
104	234.00	208.00	197.60	133.12	125.84
105	236.25	210.00	199.50	134.40	127.05
106	238.50	212.00	201.40	135.68	128.26
107	240.75	214.00	203.30	136.96	129.47
108	243.00	216.00	205.20	138.24	130.68
109	245.25	218.00	207.10	139.52	131.89
110	247.50	220.00	209.00	140.80	133.10
111	249.75	222.00	210.90	142.08	134.31
112	252.00	224.00	212.80	143.36	135.52
113	254.25	226.00	214.70	144.64	136.73
114	256.50	228.00	216.60	145.92	137.94
115	258.75	230.00	218.50	147.20	139.15
116	261.00	232.00	220.40	148.48	140.36
117	263.25	234.00	222.30	149.76	141.57
118	265.50	236.00	224.20	151.04	142.78
119	267.75	238.00	226.10	152.32	143.99
120	270.00	240.00	228.00	153.60	145.20
121	272.25	242.00	229.90	154.88	146.41
122	274.50	244.00	231.80	156.16	147.62
123	276.75	246.00	233.70	157.44	148.83
124	279.00	248.00	235.60	158.72	150.04
125	281.25	250.00	237.50	160.00	151.25
126	283.50	252.00	239.40	161.28	152.46
127	285.75	254.00	241.30	162.56	153.67
128	288.00	256.00	243.20	163.84	154.88
129	290.25	258.00	245.10	165.12	156.09
130	292.50	260.00	247.00	166.40	157.30
131	294.75	262.00	248.90	167.68	158.51
132	297.00	264.00	250.80	168.96	159.72
133	299.25	266.00	252.70	170.24	160.93
134	301.50	268.00	254.60	171.52	162.14
135	303.75	270.00	256.50	172.80	163.35
136	306.00	272.00	258.40	174.08	164.56
137	308.25	274.00	260.30	175.36	165.77
138	310.50	276.00	262.20	176.64	166.98
139	312.75	278.00	264.10	177.92	168.19
140	315.00	280.00	266.00	179.20	169.40
141	317.25	282.00	267.90	180.48	170.61
142	319.50	284.00	269.80	181.76	171.82
143	321.75	286.00	271.70	183.04	173.03
144	324.00	288.00	273.60	184.32	174.24
145	326.25	290.00	275.50	185.60	175.45
146	328.50	292.00	277.40	186.88	176.66
147	330.75	294.00	279.30	188.16	177.87
148	333.00	296.00	281.20	189.44	179.08
149	335.25	298.00	283.10	190.72	180.29
150	337.50	300.00	285.00	192.00	181.50

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

PC00130

REGION 7

SHIPMENTS MOVING GENERALLY 1,401-1,800 MILES FROM ORIGIN TO DESTINATION ANYWHERE IN THE CONTINENTAL U.S.

FedEx Letter up to 8 oz.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
	$ 39.75	$ 14.75	$ 12.75	**	**
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 46.25	$ 21.25	$ 18.50	$ 9.00	$ 7.95
2 lbs.	48.75	23.75	20.75	9.75	8.70
3	51.25	26.25	22.75	11.25	10.20
4	53.50	28.50	24.75	12.75	11.70
5	55.75	30.75	26.75	14.50	13.45
6	58.25	33.25	29.00	16.50	15.45
7	60.75	35.75	31.00	18.00	16.95
8	63.00	38.00	33.00	20.25	19.20
9	65.25	40.25	35.00	21.50	20.45
10	67.50	42.50	37.00	23.00	21.95
11	69.75	44.75	39.00	24.50	23.45
12	72.25	47.25	41.00	26.00	24.75
13	74.50	49.50	43.00	27.00	25.75
14	76.50	51.50	44.75	28.50	27.25
15	78.50	53.50	46.50	30.00	28.50
16	79.50	54.50	47.75	31.25	29.50
17	80.75	55.75	49.00	32.25	30.75
18	81.75	56.75	50.50	33.50	31.75
19	82.75	57.75	51.75	34.75	33.00
20	83.75	58.75	53.00	35.75	34.00
21	85.00	60.00	54.25	37.00	35.25
22	86.00	61.00	55.50	38.25	36.25
23	87.00	62.00	57.00	39.25	37.50
24	88.00	63.00	58.25	40.50	38.50
25	89.25	64.25	59.50	41.75	39.75
26	90.25	65.25	60.75	42.75	40.75
27	91.25	66.25	62.00	44.00	42.00
28	92.25	67.25	63.50	45.25	43.00
29	93.50	68.50	64.75	46.25	44.25
30	94.50	69.50	66.00	47.50	45.25
31	96.25	71.25	67.75	49.00	46.50
32	97.75	72.75	69.00	50.25	47.75
33	99.50	74.50	70.75	51.50	49.00
34	101.00	76.00	72.25	53.00	50.25
35	102.75	77.75	73.75	54.25	51.50
36	104.50	79.50	75.50	55.50	52.75
37	106.00	81.00	77.00	57.00	54.25
38	107.75	82.75	78.50	58.25	55.25
39	109.50	84.50	80.25	59.50	56.50
40	111.25	86.25	82.00	60.75	57.75
41	113.00	88.00	83.50	62.25	59.25
42	114.75	89.75	85.25	63.50	60.25
43	116.25	91.25	86.75	64.75	61.50
44	118.00	93.00	88.25	66.00	62.75
45	119.50	94.50	89.75	67.25	64.00
46	121.00	96.00	91.25	68.50	65.00
47	122.50	97.50	92.75	69.75	66.25
48	124.25	99.25	94.25	71.25	67.75
49	125.75	100.75	95.75	72.50	69.00

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1•800•Go•FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

To Find Your Rate:

1. Locate your destination ZIP code and corresponding region in the Region Locator
2. Turn to rate tables for that region, determine shipment weight
3. See your rate under the FedEx service you choose

PC00131

BEST AVAILABLE COPY

U.S. RATES

Now Lower Rates

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
50	$ 127.25	$ 102.25	$ 97.25	$ 73.75	$ 70.00
51	129.25	104.25	99.00	75.00	71.25
52	131.00	106.00	100.75	76.25	72.50
53	133.00	108.00	102.50	77.50	73.75
54	134.75	109.75	104.25	78.75	74.75
55	136.75	111.75	106.25	80.00	76.00
56	138.75	113.75	108.00	81.25	77.25
57	140.50	115.50	109.75	82.50	78.50
58	142.50	117.50	111.75	83.75	79.50
59	144.50	119.50	113.50	85.00	80.75
60	146.25	121.25	115.25	86.25	82.00
61	148.50	123.50	117.25	87.50	83.25
62	150.50	125.50	119.25	89.00	84.50
63	152.75	127.75	121.25	90.25	85.75
64	155.00	130.00	123.50	91.50	87.00
65	157.25	132.25	125.75	93.00	88.25
66	159.25	134.25	127.50	94.25	89.50
67	161.50	136.50	129.75	95.50	90.75
68	163.75	138.75	131.75	97.00	92.25
69	166.00	141.00	134.00	98.25	93.25
70	168.00	143.00	135.75	99.50	94.50
71	170.25	145.25	138.00	101.00	96.00
72	172.50	147.50	140.25	102.25	97.25
73	174.50	149.50	142.00	103.50	98.25
74	176.75	151.75	144.25	105.00	99.75
75	179.00	154.00	146.25	106.25	101.00
76	181.25	156.25	148.50	107.50	102.25
77	183.25	158.25	150.25	108.75	103.25
78	185.50	160.50	152.50	110.25	104.75
79	187.75	162.75	154.50	111.50	106.00
80	189.75	164.75	156.50	112.75	107.00
81	192.00	167.00	158.75	114.25	108.50
82	194.25	169.25	160.75	115.50	109.75
83	196.50	171.50	163.00	116.75	111.00
84	198.50	173.50	164.75	118.25	112.25
85	200.75	175.75	167.00	119.50	113.50
86	203.00	178.00	169.00	120.75	114.75
87	205.00	180.00	171.00	122.00	116.00
88	207.25	182.25	173.25	123.50	117.25
89	209.50	184.50	175.25	124.75	118.50
90	211.75	186.75	177.50	126.00	119.75
91	213.75	188.75	179.25	127.50	121.25
92	216.00	191.00	181.50	128.75	122.25
93	218.25	193.25	183.50	130.00	123.50
94	220.50	195.50	185.75	131.25	124.75
95	222.50	197.50	187.75	132.50	126.00
96	224.75	199.75	189.75	133.75	127.00
97	227.00	202.00	192.00	135.00	128.25
98	229.00	204.00	193.75	136.25	129.50
99	231.25	206.25	196.00	137.50	130.75
100	232.00	207.00	197.00	139.00	132.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
101	$ 234.32	$ 209.07	$ 198.97	$ 140.39	$ 133.32
102	236.64	211.14	200.94	141.78	134.64
103	238.96	213.21	202.91	143.17	135.96
104	241.28	215.28	204.88	144.56	137.28
105	243.60	217.35	206.85	145.95	138.60
106	245.92	219.42	208.82	147.34	139.92
107	248.24	221.49	210.79	148.73	141.24
108	250.56	223.56	212.76	150.12	142.56
109	252.88	225.63	214.73	151.51	143.88
110	255.20	227.70	216.70	152.90	145.20
111	257.52	229.77	218.67	154.29	146.52
112	259.84	231.84	220.64	155.68	147.84
113	262.16	233.91	222.61	157.07	149.16
114	264.48	235.98	224.58	158.46	150.48
115	266.80	238.05	226.55	159.85	151.80
116	269.12	240.12	228.52	161.24	153.12
117	271.44	242.19	230.49	162.63	154.44
118	273.76	244.26	232.46	164.02	155.76
119	276.08	246.33	234.43	165.41	157.08
120	278.40	248.40	236.40	166.80	158.40
121	280.72	250.47	238.37	168.19	159.72
122	283.04	252.54	240.34	169.58	161.04
123	285.36	254.61	242.31	170.97	162.36
124	287.68	256.68	244.28	172.36	163.68
125	290.00	258.75	246.25	173.75	165.00
126	292.32	260.82	248.22	175.14	166.32
127	294.64	262.89	250.19	176.53	167.64
128	296.96	264.96	252.16	177.92	168.96
129	299.28	267.03	254.13	179.31	170.28
130	301.60	269.10	256.10	180.70	171.60
131	303.92	271.17	258.07	182.09	172.92
132	306.24	273.24	260.04	183.48	174.24
133	308.56	275.31	262.01	184.87	175.56
134	310.88	277.38	263.98	186.26	176.88
135	313.20	279.45	265.95	187.65	178.20
136	315.52	281.52	267.92	189.04	179.52
137	317.84	283.59	269.89	190.43	180.84
138	320.16	285.66	271.86	191.82	182.16
139	322.48	287.73	273.83	193.21	183.48
140	324.80	289.80	275.80	194.60	184.80
141	327.12	291.87	277.77	195.99	186.12
142	329.44	293.94	279.74	197.38	187.44
143	331.76	296.01	281.71	198.77	188.76
144	334.08	298.08	283.68	200.16	190.08
145	336.40	300.15	285.65	201.55	191.40
146	338.72	302.22	287.62	202.94	192.72
147	341.04	304.29	289.59	204.33	194.04
148	343.36	306.36	291.56	205.72	195.36
149	345.68	308.43	293.53	207.11	196.68
150	348.00	310.50	295.50	208.50	198.00

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

Need a FedEx Region Locator? Just use our Region Locator fax-on-demand service at (888)333-3947, or call 1-800-Go-FedEx (800-463-3339), or get one from our Web site at www.fedex.com.

PC00132

REGION 8

SHIPMENTS MOVING GENERALLY 1,801 MILES OR MORE FROM ORIGIN TO DESTINATION ANYWHERE IN THE CONTINENTAL U.S.

To Find Your Rate:

1. Locate your destination ZIP code and corresponding region in the Region Locator
2. Turn to rate tables for that region, determine shipment weight
3. See your rate under the FedEx service you choose

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1•800•Go•FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

FedEx Letter up to 8 oz.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
	$ 40.00	$ 15.00	$ 13.00	**	**
FedEx Pak*	see below	see below	see below	see below	see below
1 lb.	$ 46.75	$ 21.75	$ 19.00	$ 9.25	$ 8.20
2 lbs.	49.50	24.50	21.25	10.25	9.20
3	51.75	26.75	23.25	11.50	10.45
4	54.00	29.00	25.25	13.25	12.20
5	56.25	31.25	27.25	15.00	13.95
6	59.00	34.00	29.50	17.00	15.95
7	61.25	36.25	31.50	19.00	17.95
8	63.50	38.50	33.50	21.00	19.95
9	65.75	40.75	35.50	22.50	21.45
10	68.25	43.25	37.50	23.75	22.70
11	70.50	45.50	39.50	25.25	24.20
12	72.75	47.75	41.50	26.75	25.50
13	75.00	50.00	43.50	28.25	27.00
14	77.25	52.25	45.50	29.50	28.25
15	79.75	54.75	47.50	31.00	29.75
16	80.75	55.75	48.75	32.25	31.00
17	82.00	57.00	50.25	33.50	32.00
18	83.00	58.00	51.50	34.75	33.25
19	84.00	59.00	52.75	36.00	34.50
20	85.25	60.25	54.25	37.25	35.75
21	86.25	61.25	55.50	38.50	36.75
22	87.25	62.25	56.75	39.75	38.00
23	88.50	63.50	58.25	41.25	39.25
24	89.50	64.50	59.50	42.50	40.50
25	90.50	65.50	60.75	43.75	41.50
26	91.75	66.75	62.25	45.00	42.75
27	92.75	67.75	63.50	46.25	44.00
28	93.75	68.75	64.75	47.50	45.25
29	95.00	70.00	66.25	48.75	46.25
30	96.00	71.00	67.50	50.00	47.50
31	97.75	72.75	69.00	51.50	49.00
32	99.25	74.25	70.50	52.75	50.00
33	101.00	76.00	72.25	54.00	51.25
34	102.75	77.75	73.75	55.50	52.75
35	104.25	79.25	75.25	56.75	54.00
36	106.00	81.00	77.00	58.00	55.00
37	107.75	82.75	78.50	59.25	56.25
38	109.50	84.50	80.25	60.75	57.75
39	111.25	86.25	82.00	62.25	59.25
40	113.00	88.00	83.50	63.50	60.25
41	114.75	89.75	85.25	65.00	61.75
42	116.50	91.50	87.00	66.25	63.00
43	118.00	93.00	88.25	67.50	64.25
44	119.75	94.75	90.00	68.75	65.25
45	121.25	96.25	91.50	70.00	66.50
46	122.75	97.75	92.75	71.25	67.75
47	124.50	99.50	94.50	72.50	69.00
48	126.00	101.00	96.00	73.75	70.00
49	127.50	102.50	97.50	75.00	71.25

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

U.S. RATES

Now Lower Rates

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
50	$ 129.25	$ 104.25	$ 99.00	$ 76.25	$ 72.50
51	131.25	106.25	101.00	77.50	73.75
52	133.00	108.00	102.50	78.75	74.75
53	135.00	110.00	104.50	80.00	76.00
54	137.00	112.00	106.50	81.25	77.25
55	138.75	113.75	108.00	82.50	78.50
56	140.75	115.75	110.00	83.75	79.50
57	142.75	117.75	111.75	85.00	80.75
58	144.75	119.75	113.75	86.25	82.00
59	146.75	121.75	115.75	87.50	83.25
60	148.50	123.50	117.25	89.00	84.50
61	151.25	126.25	120.00	90.25	85.75
62	153.75	128.75	122.25	91.75	87.25
63	156.25	131.25	124.75	93.00	88.25
64	158.50	133.50	126.75	94.50	89.75
65	160.75	135.75	129.00	95.75	91.00
66	163.00	138.00	131.00	97.25	92.50
67	165.25	140.25	133.25	98.50	93.50
68	167.50	142.50	135.50	100.00	95.00
69	169.75	144.75	137.50	101.25	96.25
70	172.00	147.00	139.75	102.75	97.50
71	174.25	149.25	141.75	104.00	98.75
72	176.50	151.50	144.00	105.50	100.25
73	178.75	153.75	146.00	106.75	101.50
74	181.00	156.00	148.25	108.25	102.75
75	183.25	158.25	150.25	109.50	104.00
76	185.50	160.50	152.50	111.00	105.50
77	187.75	162.75	154.50	112.25	106.75
78	190.00	165.00	156.75	113.75	108.00
79	192.25	167.25	159.00	115.00	109.25
80	194.50	169.50	161.00	116.50	110.75
81	196.75	171.75	163.25	117.75	111.75
82	199.00	174.00	165.25	119.25	113.25
83	201.00	176.00	167.25	120.50	114.50
84	203.25	178.25	169.25	122.00	116.00
85	205.50	180.50	171.50	123.25	117.00
86	207.75	182.75	173.50	124.75	118.50
87	210.00	185.00	175.75	126.00	119.75
88	212.25	187.25	178.00	127.50	121.25
89	214.50	189.50	180.00	128.75	122.25
90	216.75	191.75	182.25	130.25	123.75
91	219.00	194.00	184.25	131.50	125.00
92	221.25	196.25	186.50	133.00	126.25
93	223.50	198.50	188.50	134.25	127.50
94	225.75	200.75	190.75	135.75	129.00
95	228.00	203.00	192.75	137.00	130.25
96	230.25	205.25	195.00	138.25	131.25
97	232.50	207.50	197.25	139.50	132.50
98	234.75	209.75	199.25	140.75	133.75
99	237.00	212.00	201.50	142.00	135.00
100	238.00	213.00	202.00	143.00	136.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
101	$ 240.38	$ 215.13	$ 204.02	$ 144.43	$ 137.36
102	242.76	217.26	206.04	145.86	138.72
103	245.14	219.39	208.06	147.29	140.08
104	247.52	221.52	210.08	148.72	141.44
105	249.90	223.65	212.10	150.15	142.80
106	252.28	225.78	214.12	151.58	144.16
107	254.66	227.91	216.14	153.01	145.52
108	257.04	230.04	218.16	154.44	146.88
109	259.42	232.17	220.18	155.87	148.24
110	261.80	234.30	222.20	157.30	149.60
111	264.18	236.43	224.22	158.73	150.96
112	266.56	238.56	226.24	160.16	152.32
113	268.94	240.69	228.26	161.59	153.68
114	271.32	242.82	230.28	163.02	155.04
115	273.70	244.95	232.30	164.45	156.40
116	276.08	247.08	234.32	165.88	157.76
117	278.46	249.21	236.34	167.31	159.12
118	280.84	251.34	238.36	168.74	160.48
119	283.22	253.47	240.38	170.17	161.84
120	285.60	255.60	242.40	171.60	163.20
121	287.98	257.73	244.42	173.03	164.56
122	290.36	259.86	246.44	174.46	165.92
123	292.74	261.99	248.46	175.89	167.28
124	295.12	264.12	250.48	177.32	168.64
125	297.50	266.25	252.50	178.75	170.00
126	299.88	268.38	254.52	180.18	171.36
127	302.26	270.51	256.54	181.61	172.72
128	304.64	272.64	258.56	183.04	174.08
129	307.02	274.77	260.58	184.47	175.44
130	309.40	276.90	262.60	185.90	176.80
131	311.78	279.03	264.62	187.33	178.16
132	314.16	281.16	266.64	188.76	179.52
133	316.54	283.29	268.66	190.19	180.88
134	318.92	285.42	270.68	191.62	182.24
135	321.30	287.55	272.70	193.05	183.60
136	323.68	289.68	274.72	194.48	184.96
137	326.06	291.81	276.74	195.91	186.32
138	328.44	293.94	278.76	197.34	187.68
139	330.82	296.07	280.78	198.77	189.04
140	333.20	298.20	282.80	200.20	190.40
141	335.58	300.33	284.82	201.63	191.76
142	337.96	302.46	286.84	203.06	193.12
143	340.34	304.59	288.86	204.49	194.48
144	342.72	306.72	290.88	205.92	195.84
145	345.10	308.85	292.90	207.35	197.20
146	347.48	310.98	294.92	208.78	198.56
147	349.86	313.11	296.94	210.21	199.92
148	352.24	315.24	298.96	211.64	201.28
149	354.62	317.37	300.98	213.07	202.64
150	357.00	319.50	303.00	214.50	204.00

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

PC00134

REGIONS 9-10

TO ALASKA/HAWAII METRO *(FedEx Standard Overnight is available to Alaska metro only.)*

	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
FedEx Letter up to 8 oz.	$ 18.00	$ 17.00	**
FedEx Pak*	see below	see below	see below
1 lb.	$ 25.00	$ 21.75	$ 16.75
2 lbs.	26.75	23.50	18.50
3	34.50	30.25	22.50
4	37.25	32.00	23.50
5	40.00	33.75	24.50
6	42.75	35.75	25.50
7	45.50	37.75	26.50
8	48.25	39.75	27.50
9	51.00	41.75	28.50
10	53.75	43.50	29.50
11	55.00	45.25	30.50
12	56.25	46.75	31.50
13	57.50	48.25	32.50
14	58.75	49.75	33.50
15	60.00	51.25	34.50
16	61.25	52.50	35.50
17	62.50	53.75	36.50
18	63.75	55.00	37.50
19	65.00	56.50	38.50
20	66.25	57.75	39.50
21	68.00	59.50	41.00
22	69.75	61.25	42.50
23	71.50	63.00	44.00
24	73.25	64.75	45.50
25	75.00	66.50	47.00
26	76.75	68.25	48.50
27	78.50	70.25	50.00
28	80.25	72.00	51.50
29	82.00	73.75	53.00
30	83.75	75.50	54.50
31	85.50	77.50	56.00
32	87.25	79.50	57.50
33	89.00	81.25	59.00
34	90.75	83.25	60.50
35	92.50	85.25	62.00
36	94.25	87.00	63.50
37	96.00	89.00	65.00
38	97.75	91.00	66.50
39	99.50	93.00	68.00
40	101.25	94.75	69.50
41	103.00	96.75	71.00
42	104.75	98.75	72.50
43	106.50	100.50	74.00
44	108.25	102.50	75.50
45	110.00	104.50	77.00
46	111.75	106.25	78.50
47	113.50	108.25	80.00
48	115.25	110.25	81.50
49	117.00	112.25	83.00

Lbs.	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
50	$ 118.75	$ 114.00	$ 84.50
51	120.75	116.00	86.00
52	122.75	118.00	87.50
53	124.75	119.75	89.00
54	126.75	121.75	90.50
55	128.75	123.75	92.00
56	130.75	125.50	93.50
57	132.75	127.50	95.00
58	134.75	129.50	96.50
59	136.75	131.50	98.00
60	138.75	133.50	99.50
61	141.25	135.75	101.10
62	143.75	138.00	102.70
63	146.25	140.00	104.30
64	148.75	142.25	105.90
65	151.25	144.25	107.50
66	153.75	146.50	109.10
67	156.25	148.75	110.70
68	158.75	150.75	112.30
69	161.25	153.00	113.90
70	163.75	155.50	115.50
71	166.25	157.75	117.10
72	168.75	160.25	118.70
73	171.25	162.50	120.30
74	173.75	165.00	121.90
75	176.25	167.50	123.50
76	178.75	170.00	125.10
77	181.25	172.75	126.70
78	183.75	175.25	128.30
79	186.25	178.00	129.90
80	188.75	180.75	131.50
81	191.25	183.50	133.10
82	193.75	186.00	134.70
83	196.25	188.50	136.30
84	198.75	191.00	137.90
85	201.25	193.25	139.50
86	203.75	195.75	141.10
87	206.25	198.00	142.70
88	208.75	200.50	144.30
89	211.25	202.75	145.90
90	213.75	205.00	147.50
91	216.25	207.50	149.10
92	218.75	210.00	150.70
93	221.25	212.25	152.30
94	223.75	214.75	153.90
95	226.25	217.00	155.50
96	228.75	219.25	157.10
97	231.25	221.75	158.70
98	233.75	223.75	160.30
99	236.25	226.00	161.90
100	237.50	228.00	162.50

Lbs.	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
101	$ 239.90	$ 230.28	$ 164.15
102	242.30	232.56	165.80
103	244.70	234.84	167.45
104	247.10	237.12	169.10
105	249.50	239.40	170.75
106	251.90	241.68	172.40
107	254.30	243.96	174.05
108	256.70	246.24	175.70
109	259.10	248.52	177.35
110	261.50	250.80	179.00
111	263.90	253.08	180.65
112	266.30	255.36	182.30
113	268.70	257.64	183.95
114	271.10	259.92	185.60
115	273.50	262.20	187.25
116	275.90	264.48	188.90
117	278.30	266.76	190.55
118	280.70	269.04	192.20
119	283.10	271.32	193.85
120	285.50	273.60	195.50
121	287.90	275.88	197.15
122	290.30	278.16	198.80
123	292.70	280.44	200.45
124	295.10	282.72	202.10
125	297.50	285.00	203.75
126	299.90	287.28	205.40
127	302.30	289.56	207.05
128	304.70	291.84	208.70
129	307.10	294.12	210.35
130	309.50	296.40	212.00
131	311.90	298.68	213.65
132	314.30	300.96	215.30
133	316.70	303.24	216.95
134	319.10	305.52	218.60
135	321.50	307.80	220.25
136	323.90	310.08	221.90
137	326.30	312.36	223.55
138	328.70	314.64	225.20
139	331.10	316.92	226.85
140	333.50	319.20	228.50
141	335.90	321.48	230.15
142	338.30	323.76	231.80
143	340.70	326.04	233.45
144	343.10	328.32	235.10
145	345.50	330.60	236.75
146	347.90	332.88	238.40
147	350.30	335.16	240.05
148	352.70	337.44	241.70
149	355.10	339.72	243.35
150	357.50	342.00	245.00

** FedEx Pak shipments use per-pound rates.*

*** One-pound rate applies.*

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

PC00135

ALASKA/HAWAII RATES

REGIONS 11-12

To Alaska/Hawaii Rural *(FedEx Standard Overnight is not available to rural Alaska/Hawaii.)*

	FedEx Priority Overnight®	FedEx 2Day®
FedEx Letter up to 8 oz.	$ 18.00	**
FedEx Pak*	see below	see below
1 lb.	$ 25.00	$ 20.50
2 lbs.	26.75	21.50
3	34.50	22.50
4	37.25	23.50
5	40.00	24.50
6	42.75	25.50
7	45.50	26.50
8	48.25	27.50
9	51.00	28.50
10	53.75	29.50
11	55.00	30.50
12	56.25	31.50
13	57.50	32.50
14	59.25	34.00
15	61.25	35.75
16	63.25	37.50
17	65.25	39.25
18	67.25	41.00
19	69.25	42.75
20	71.25	44.50
21	73.25	46.25
22	75.25	48.00
23	77.25	49.75
24	79.25	51.50
25	81.25	53.25
26	83.25	55.00
27	85.25	56.75
28	87.25	58.50
29	89.25	60.25
30	91.25	62.00
31	93.25	63.75
32	95.25	65.50
33	97.25	67.25
34	99.25	69.00
35	101.25	70.75
36	103.25	72.50
37	105.25	74.25
38	107.25	76.00
39	109.25	77.75
40	111.25	79.50
41	113.25	81.25
42	115.25	83.00
43	117.25	84.75
44	119.25	86.50
45	121.25	88.25
46	123.25	90.00
47	125.25	91.75
48	127.25	93.50
49	129.25	95.25

Lbs.	FedEx Priority Overnight®	FedEx 2Day®
50	$ 131.25	$ 97.00
51	133.50	98.75
52	135.75	100.50
53	138.00	102.25
54	140.25	104.00
55	142.50	105.75
56	144.75	107.50
57	147.00	109.25
58	149.25	111.00
59	151.50	112.75
60	153.75	114.50
61	156.50	116.35
62	159.25	118.20
63	162.00	120.05
64	164.75	121.90
65	167.50	123.75
66	170.25	125.60
67	173.00	127.45
68	175.75	129.30
69	178.50	131.15
70	181.25	133.00
71	184.00	134.85
72	186.75	136.70
73	189.50	138.55
74	192.25	140.40
75	195.00	142.25
76	197.75	144.10
77	200.50	145.95
78	203.25	147.80
79	206.00	149.65
80	208.75	151.50
81	211.50	153.35
82	214.25	155.20
83	217.00	157.05
84	219.75	158.90
85	222.50	160.75
86	225.25	162.60
87	228.00	164.45
88	230.75	166.30
89	233.50	168.15
90	236.25	170.00
91	239.00	171.85
92	241.75	173.70
93	244.50	175.55
94	247.25	177.40
95	250.00	179.25
96	252.75	181.10
97	255.50	182.95
98	258.25	184.80
99	261.00	186.65
100	262.50	187.50

Lbs.	FedEx Priority Overnight®	FedEx 2Day®
101	$ 265.15	$ 189.40
102	267.80	191.30
103	270.45	193.20
104	273.10	195.10
105	275.75	197.00
106	278.40	198.90
107	281.05	200.80
108	283.70	202.70
109	286.35	204.60
110	289.00	206.50
111	291.65	208.40
112	294.30	210.30
113	296.95	212.20
114	299.60	214.10
115	302.25	216.00
116	304.90	217.90
117	307.55	219.80
118	310.20	221.70
119	312.85	223.60
120	315.50	225.50
121	318.15	227.40
122	320.80	229.30
123	323.45	231.20
124	326.10	233.10
125	328.75	235.00
126	331.40	236.90
127	334.05	238.80
128	336.70	240.70
129	339.35	242.60
130	342.00	244.50
131	344.65	246.40
132	347.30	248.30
133	349.95	250.20
134	352.60	252.10
135	355.25	254.00
136	357.90	255.90
137	360.55	257.80
138	363.20	259.70
139	365.85	261.60
140	368.50	263.50
141	371.15	265.40
142	373.80	267.30
143	376.45	269.20
144	379.10	271.10
145	381.75	273.00
146	384.40	274.90
147	387.05	276.80
148	389.70	278.70
149	392.35	280.60
150	395.00	282.50

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*
Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1-800-Go-FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

To Find Your Rate:

1. **Locate your destination ZIP code and corresponding region in the Region Locator**
2. **Turn to rate tables for that region, determine shipment weight**
3. **See your rate under the FedEx service you choose**

PC00136

REGIONS 13-16

FROM ALASKA/HAWAII TO CONTINENTAL U.S.

(FedEx First Overnight is available from Alaska only.)

FedEx Letter	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
up to 8 oz.	$ 40.50	$ 15.50	$ 13.50	**
FedEx Pak*	see below	see below	see below	see below
1 lb.	$ 47.50	$ 22.50	$ 17.50	$ 9.95
2 lbs.	49.25	24.25	18.50	9.95
3	52.00	27.00	19.50	12.00
4	54.75	29.75	20.50	14.00
5	57.50	32.50	21.50	16.00
6	60.25	35.25	23.25	18.00
7	63.00	38.00	25.00	19.00
8	65.75	40.75	26.75	20.00
9	68.50	43.50	28.50	21.00
10	71.25	46.25	30.25	22.00
11	72.50	47.50	31.50	23.00
12	73.75	48.75	32.75	24.00
13	75.00	50.00	33.75	25.00
14	76.25	51.25	34.75	26.00
15	77.50	52.50	35.75	27.00
16	78.75	53.75	36.75	28.00
17	80.00	55.00	37.75	29.00
18	81.25	56.25	38.75	30.00
19	82.50	57.50	39.50	31.00
20	83.75	58.75	40.50	32.00
21	85.00	60.00	41.25	33.00
22	86.25	61.25	42.25	34.00
23	87.50	62.50	42.75	35.00
24	88.75	63.75	44.25	36.00
25	90.00	65.00	45.25	37.00
26	91.25	66.25	46.75	38.00
27	92.50	67.50	48.25	39.00
28	93.75	68.75	49.75	40.00
29	95.00	70.00	51.25	41.00
30	96.25	71.25	52.75	42.00
31	97.50	72.50	54.25	43.00
32	98.75	73.75	55.50	44.00
33	100.00	75.00	56.50	45.00
34	101.25	76.25	57.25	46.00
35	102.50	77.50	58.00	47.00
36	103.75	78.75	58.75	48.00
37	105.00	80.00	59.75	49.00
38	106.25	81.25	60.75	50.00
39	107.50	82.50	62.25	51.00
40	108.75	83.75	64.25	52.00
41	110.00	85.00	65.25	53.00
42	111.25	86.25	67.25	54.00
43	112.50	87.50	69.25	55.00
44	113.75	88.75	70.25	56.00
45	115.00	90.00	71.25	57.00
46	116.25	91.25	73.25	58.00
47	117.50	92.50	74.25	59.00
48	118.75	93.75	76.25	60.00
49	120.00	95.00	77.25	61.00

** FedEx Pak shipments use per-pound rates.*
*** One-pound rate applies.*

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1·800·Go·FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

To Find Your Rate:

1. **Locate your destination ZIP code and corresponding region in the Region Locator**
2. **Turn to rate tables for that region, determine shipment weight**
3. **See your rate under the FedEx service you choose**

PC00137

BEST AVAILABLE COPY

ALASKA/HAWAII RATES

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
50	$ 121.25	$ 96.25	$ 79.25	$ 62.00
51	122.75	97.75	81.25	63.00
52	124.25	99.25	82.25	64.00
53	125.75	100.75	84.25	65.00
54	127.25	102.25	85.25	66.00
55	128.75	103.75	86.50	67.00
56	130.25	105.25	87.75	68.00
57	131.75	106.75	89.00	69.00
58	133.25	108.25	90.25	70.00
59	134.75	109.75	91.50	71.00
60	136.25	111.25	92.75	72.00
61	138.25	113.25	94.35	73.10
62	140.25	115.25	95.95	74.20
63	142.25	117.25	97.55	75.30
64	144.25	119.25	99.15	76.40
65	146.25	121.25	100.75	77.50
66	148.25	123.25	102.35	78.60
67	150.25	125.25	103.95	79.70
68	152.25	127.25	105.55	80.80
69	154.25	129.25	107.15	81.90
70	156.25	131.25	108.75	83.00
71	158.25	133.25	110.35	84.10
72	160.25	135.25	111.95	85.20
73	162.25	137.25	113.55	86.30
74	164.25	139.25	115.15	87.40
75	166.25	141.25	116.75	88.50
76	168.25	143.25	118.35	89.60
77	170.25	145.25	119.95	90.70
78	172.25	147.25	121.55	91.80
79	174.25	149.25	123.00	92.90
80	176.25	151.25	124.75	94.00
81	178.25	153.25	126.00	95.10
82	180.25	155.25	127.95	96.20
83	182.25	157.25	129.55	97.30
84	184.25	159.25	131.00	98.40
85	186.25	161.25	132.75	99.50
86	188.25	163.25	134.25	100.60
87	190.25	165.25	135.95	101.70
88	192.25	167.25	137.25	102.80
89	194.25	169.25	139.25	103.90
90	196.25	171.25	140.25	105.00
91	198.25	173.25	142.25	106.10
92	200.25	175.25	143.25	107.20
93	202.25	177.25	145.25	108.30
94	204.25	179.25	146.00	109.40
95	206.25	181.25	147.00	110.50
96	208.25	183.25	148.00	111.60
97	210.25	185.25	149.00	112.70
98	212.25	187.25	150.00	113.80
99	214.25	189.25	151.00	114.90
100	215.00	190.00	152.00	115.00

Lbs.	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
101	$ 217.15	$ 191.90	$ 153.52	$ 116.15
102	219.30	193.80	155.04	117.30
103	221.45	195.70	156.56	118.45
104	223.60	197.60	158.08	119.60
105	225.75	199.50	159.60	120.75
106	227.90	201.40	161.12	121.90
107	230.05	203.30	162.64	123.05
108	232.20	205.20	164.16	124.20
109	234.35	207.10	165.68	125.35
110	236.50	209.00	167.20	126.50
111	238.65	210.90	168.72	127.65
112	240.80	212.80	170.24	128.80
113	242.95	214.70	171.76	129.95
114	245.10	216.60	173.28	131.10
115	247.25	218.50	174.80	132.25
116	249.40	220.40	176.32	133.40
117	251.55	222.30	177.84	134.55
118	253.70	224.20	179.36	135.70
119	255.85	226.10	180.88	136.85
120	258.00	228.00	182.40	138.00
121	260.15	229.90	183.92	139.15
122	262.30	231.80	185.44	140.30
123	264.45	233.70	186.96	141.45
124	266.60	235.60	188.48	142.60
125	268.75	237.50	190.00	143.75
126	270.90	239.40	191.52	144.90
127	273.05	241.30	193.04	146.05
128	275.20	243.20	194.56	147.20
129	277.35	245.10	196.08	148.35
130	279.50	247.00	197.60	149.50
131	281.65	248.90	199.12	150.65
132	283.80	250.80	200.64	151.80
133	285.95	252.70	202.16	152.95
134	288.10	254.60	203.68	154.10
135	290.25	256.50	205.20	155.25
136	292.40	258.40	206.72	156.40
137	294.55	260.30	208.24	157.55
138	296.70	262.20	209.76	158.70
139	298.85	264.10	211.28	159.85
140	301.00	266.00	212.80	161.00
141	303.15	267.90	214.32	162.15
142	305.30	269.80	215.84	163.30
143	307.45	271.70	217.36	164.45
144	309.60	273.60	218.88	165.60
145	311.75	275.50	220.40	166.75
146	313.90	277.40	221.92	167.90
147	316.05	279.30	223.44	169.05
148	318.20	281.20	224.96	170.20
149	320.35	283.10	226.48	171.35
150	322.50	285.00	228.00	172.50

Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7

Hundredweight/Per-Pound Rates

(multiply by total shipment weight;
for more information, see p. 55)

Region 2

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$1.38	$1.13	$1.07	$0.59	$0.56
500-999 lbs.	1.37	1.12	1.06	0.58	0.55
1,000-1,999 lbs.	1.35	1.10	1.04	0.56	0.53
2,000 +lbs.	1.32	1.07	1.01	0.53	0.50

Region 3

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$1.59	$1.34	$1.27	$0.69	$0.65
500-999 lbs.	1.58	1.33	1.26	0.68	0.64
1,000-1,999 lbs.	1.56	1.31	1.24	0.66	0.62
2,000 +lbs.	1.53	1.28	1.21	0.63	0.59

Region 4

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$2.12	$1.87	$1.78	$0.85	$0.81
500-999 lbs.	2.11	1.86	1.77	0.84	0.80
1,000-1,999 lbs.	2.09	1.84	1.75	0.82	0.78
2,000 +lbs.	2.06	1.81	1.72	0.79	0.75

Region 5

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$2.17	$1.92	$1.82	$1.01	$0.96
500-999 lbs.	2.15	1.91	1.81	1.00	0.95
1,000-1,999 lbs.	2.12	1.89	1.79	0.98	0.93
2,000 +lbs.	2.08	1.86	1.76	0.95	0.90

Region 6

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$2.25	$2.00	$1.90	$1.28	$1.21
500-999 lbs.	2.23	1.99	1.89	1.27	1.20
1,000-1,999 lbs.	2.18	1.97	1.87	1.25	1.18
2,000 +lbs.	2.12	1.94	1.84	1.22	1.15

Region 7

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$2.32	$2.07	$1.97	$1.39	$1.32
500-999 lbs.	2.30	2.06	1.96	1.38	1.31
1,000-1,999 lbs.	2.25	2.04	1.94	1.36	1.29
2,000 +lbs.	2.19	2.01	1.91	1.33	1.26

Region 8

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®	FedEx Express Saver®
100-499 lbs.	$2.38	$2.13	$2.02	$1.43	$1.36
500-999 lbs.	2.36	2.12	2.01	1.42	1.35
1,000-1,999 lbs.	2.31	2.10	1.99	1.40	1.33
2,000 +lbs.	2.25	2.07	1.96	1.37	1.30

Regions 9-10
To AK/HI Metro*

Weight	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
100-499 lbs.	$2.38	$2.28	$1.63
500-999 lbs.	2.37	2.27	1.62
1,000-1,999 lbs.	2.35	2.25	1.60
2,000 +lbs.	2.32	2.22	1.57

* FedEx Standard Overnight is available to Alaska Metro only.

Regions 11-12
To AK/HI Rural*

Weight	FedEx Priority Over-night®	FedEx 2Day®
100-499 lbs.	$2.63	$1.88
500-999 lbs.	2.62	1.87
1,000-1,999 lbs.	2.60	1.85
2,000 +lbs.	2.57	1.82

* FedEx Standard Overnight is available to Alaska Metro only.

Regions 13-16
From AK/HI to Continental U.S.**

Weight	FedEx First Overnight®	FedEx Priority Overnight®	FedEx Standard Overnight®	FedEx 2Day®
100-499 lbs.	$2.15	$1.90	$1.52	$1.15
500-999 lbs.	2.10	1.85	1.47	1.13
1,000-1,999 lbs.	2.05	1.80	1.42	1.10
2,000 +lbs.	2.05	1.80	1.42	1.10

** FedEx First Overnight is available from Alaska only. Rates are on a per-package basis and include any excise tax required by the Internal Revenue Code on the air transportation portion of these services and this tax, if any, is paid by us. Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, see pp. 4-7.

FedEx SameDay® Rates

Per Package

Total Shipment Weight	FedEx SameDay Rate*
0-25 lbs.	$159
Each additional lb. in excess of 25 lbs. up to 70 lbs.	$1.25/lb.
Additional lbs. in excess of 70 lbs. (increments of 50 1bs.)	$75/50 lbs.

Special Handling Fees**

Excess Mileage (when applicable)	$2.25 per mi.
After Hours (6 p.m.-8 a.m.) Pickup/Delivery	$15
Saturday Pickup/Delivery	$15
Sunday Pickup/Delivery	$30
Hoiiday Pickup/Delivery	$50
Alaska/Hawaii Pickup/Delivery	$25

* Prices may vary depending on origin and destination. For movements between origins and destinations less than 70 miles, discounts may apply. Additional discounts may apply for multiple shipments destined to the same city. Call 1-800-Go-FedEx (800-463-3339) for details.

** Special handling fees apply separately for pickup and delivery. That is, the fees shown are per pickup and per delivery. FedEx SameDay shipments must be ready by the scheduled pickup time. An additional special handling fee may apply if pickup is delayed due to package unavailability.

Special Handling Fees and Other Charges

Courier Pickup Charge*	$3 per package
Saturday Pickup	$10 per package
Saturday Delivery**	$10 per package
FedEx Collect on Delivery (C.O.D.)***	$5 per package

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* Does not apply to FedEx SameDay or to U.S. Domestic Freight Services.

** Saturday Hold at FedEx Location and Saturday Delivery are not available for FedEx First Overnight, FedEx Standard Overnight and FedEx Express Saver.

*** Not available for FedEx First Overnight. If a C.O.D. sender's shipments have a 20 percent refusal rate, a higher charge may be applied. For details, see "Collect on Delivery" in the Service Conditions section. The charge is $5 per package for those shipments receiving per-package rating and $5 per shipment for shipments receiving hundredweight, freight and shipment pricing.

Address Correction: If a recipient's address on an airbill is found to be incomplete or incorrect [e.g., use of P.O. box numbers, P.O. box ZIP codes or incorrect ZIP codes, omission of suite numbers, apartment numbers, use of old street addresses for recipients who have relocated, or omitting a phone number for a Rural Delivery (RD) address or a Star Route Assignment (SRA) address in Alaska], a special handling fee will be assessed per address correction.

Billing Special Handling Fee: A $10 special handling fee will be applied in addition to transportation charges when: no FedEx Account Number appears on the airbill or Express Manifest on "Bill Sender" transactions, or where an incomplete, inaccurate, invalid or deleted account number appears on the shipping document, or where FedEx is requested to change a billing from the party billed or the "bill to" party shown on the shipping document to the sender, or where FedEx is unable to obtain

Address Correction (see below)	$10 per correction
Billing Special Handling Fee (see below)	$10 per package
Reroute of Shipment (see below)	$10 per package
FedEx Express Saver Residential Delivery	$1 per package

When hundredweight rates apply, the above charges and special handling fees are assessed one time per shipment.

Dangerous Goods

ACCESSIBLE DANGEROUS GOODS

Certain dangerous goods shipments must be accessible during transit. Commodities such as flammable gas and liquid and corrosives are classified as Accessible Dangerous Goods and may only be shipped using FedEx Priority Overnight or FedEx Overnight Freight services. Special handling fees will be assessed for each package where per-package pricing applies, and per-shipment where hundredweight pricing applies.

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payment on any Airbill transaction billed through any of the credit cards accepted by Federal Express.

Reroutes: A $10 special handling fee will be billed to the account number specified on the FedEx airbill for each rerouted package, and will appear as an address correction on the invoice. Reroutes can include a request to deliver to a different address in the same city, or to a different address in another city or state, or changing a hold-at-location instruction to a request for courier delivery. Only one reroute will be allowed per package.

Class 1	Explosives		$35
Class 2	Gases:		
	2.1	Flammable Gas	$35
	2.2	Non-flammable Gas with a "Cargo Aircraft Only" Label	$35
Class 3	Flammable Liquid		$35
Class 4	Flammable Solid, Spontaneously Combustible, Dangerous When Wet		$35
Class 5	Oxidizer and Organic Peroxide		$35
Class 8	Corrosive Material		$35

INACCESSIBLE DANGEROUS GOODS

The following classifications may be shipped by most FedEx U.S. services. These special handling fees will be assessed for each package where per-package pricing applies, and per-shipment where hundredweight pricing applies. Only dry ice is acceptable for transportation via FedEx First Overnight. Dangerous Goods are not acceptable for shipment via FedEx SameDay.

Class 2	Gases:		
	2.2	Non-flammable Gas Without a "Cargo Aircraft Only" Label	$10
Class 6	6.1 Toxic		$10
	6.2 Poison and Infectious Substances		$10
Class 7	Radioactive		$10
Class 9	ORM-D		$10

U.S. RATES

Additional Information

DECLARED VALUE

The maximum declared value for any FedEx Letter and FedEx Pak in a shipment is $500. For items in other packaging, the maximum declared value is $50,000. Please see "Declared Value" in the Service Conditions section for details. Declared value charges are determined as follows:

Shipment Value	Charges
$.00-$100	$.00
$100.01-$500	$2.50 minimum
$500.01-$50,000 maximum per package	$.50 per $100 of value

HUNDREDWEIGHT/PER-POUND RATES

Multiple-piece shipments on a single FedEx® USA Airbill to one destination are rated on a price-per-package basis and on a price-per-total-shipment-weight (hundredweight) basis (assuming a 100-lb. total weight minimum and a minimum per piece charge equal to the 5-lb. rate per package). You are billed the lower of the two rates. See charts entitled "Hundredweight/Per-Pound Rates" on pp. 50-51.

MULTIPLE-PACKAGE SHIPMENTS

Multiple-package shipments will be accepted as one piece if the shipment is shrink-wrapped or banded together to form a

single handling unit. Individual packages in a multiple-piece shipment may have different weights, dimensions and declared value. However, they all must move together on the same airbill on the same day from one sender to one recipient (up to 999 packages can be on the same airbill), use the same service, have the same delivery and special handling instructions, and be billed to the same party, and each piece in the shipment must weigh 150 lbs. or less.

EXTRA-LARGE PACKAGES

Pieces that exceed 165" in length and girth combined are considered to be U.S. Domestic Freight Service shipments. Here's how to calculate the length and girth of a package: length plus {2 times the height} plus {2 times the width}. If the dimension includes a fraction, a fraction ½ or greater will be rounded up to the next whole number; less than ½ will be rounded down to the next whole number. Maximum dimensions for FedEx Overnight Freight and FedEx 2Day Freight shipments are 119" in length, 70" in height, or 300" in length plus girth. FedEx Express Saver Freight shipments or pieces not palletized, banded and/or shrink-wrapped, not stackable, and/or exceeding 284" in length and girth with limits of 48" in length, 48" in width and 70" in height, will not be accepted.

U.S. DOMESTIC FREIGHT SERVICE RATES

U.S. Domestic Freight Service Rates

FEDEX OVERNIGHT FREIGHT®PER-POUND RATES
(multiply by total shipment weight)

Time-definite delivery of pieces weighing 151-1,500 lbs. by noon the next business day to most areas of the U.S., and by

4:30 p.m. to most remaining areas, excluding Hawaii. (Single pieces up to 119" in length, 70" in height or 300" in length plus girth.) Reservation required. Call our Freight Services Desk at (800)332-0807.

Weight	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**
151-499 lbs.	$1.20	$1.40	$2.00	$2.20	$2.50
500-999 lbs.	1.20	1.40	1.95	2.20	2.50
1000-1999 lbs.	1.15	1.35	1.95	2.15	2.45
2000+ lbs.	1.15	1.35	1.90	2.10	2.35
Minimum Charge	180.00	210.00	300.00	375.00	420.00

Weight	Region 7	Region 8	Regions 9-10: To AK Metro	Regions 11-12: To AK Rural	Regions 13-16: From AK
151-499 lbs.	$2.80	$3.05	$3.50	$3.75	$2.30
500-999 lbs.	2.75	3.05	3.45	3.70	2.30
1000-1999 lbs.	2.70	3.00	3.40	3.65	2.30
2000+ lbs.	2.65	2.90	3.35	3.60	2.30
Minimum Charge	420.00	458.00	525.00	563.00	345.00

FEDEX 2DAY FREIGHT® PER-POUND RATES
(multiply by total shipment weight)

Time-definite delivery of pieces weighing 151-1,500 lbs. by 4:30 p.m. the second business day to most areas of the U.S., including Alaska and Hawaii. (Single pieces up to 119" in length, 70" in height or 300" in length plus girth.) No reservation required.

Weight	Region 2	Region 3	Region 4	Region 5	Region 6
151-499 lbs.	$0.95	$1.05	$1.10	$1.15	$1.70
500-999 lbs.	0.95	1.05	1.10	1.15	1.70
1000-1999 lbs.	0.90	1.00	1.05	1.10	1.65
2000+ lbs.	0.90	1.00	1.05	1.05	1.55
Minimum Charge	143.00	158.00	165.00	173.00	255.00

Weight	Region 7	Region 8	Regions 9-10: To AK/HI Metro	Regions 11-12: To AK/HI Rural	Regions 13-16: From AK/HI
151-499 lbs.	$2.15	$2.55	$3.05	$3.35	$1.30
500-999 lbs.	2.15	2.55	3.05	3.35	1.30
1000-1999 lbs.	2.10	2.50	3.00	3.30	1.30
2000+ lbs.	2.00	2.40	2.90	3.20	1.30
Minimum Charge	323.00	383.00	458.00	503.00	195.00

FEDEX EXPRESS SAVER® FREIGHT PER-POUND RATES

(multiply by total shipment weight)

Time-definite delivery of forkliftable palletized freight weighing 151-2,000 lbs. in 1, 2 or 3 business days by 4:30 p.m., to most areas of the contiguous U.S. (Single pieces up to 48" x 48" x 70".) No reservation required.

Weight	Region 2	Region 3	Region 4	Region 5
151-499 lbs.	$1.00	$1.05	$1.10	$1.15
500-999 lbs.	1.00	1.05	1.10	1.15
1000-1999 lbs.	0.95	1.00	1.05	1.10
2000+ lbs.	0.95	1.00	1.05	1.05
Minim-um Charge	150.00	158.00	165.00	173.00

Weight	Region 6	Region 7	Region 8
151-499 lbs.	$1.55	$1.90	$2.15
500-999 lbs.	1.50	1.85	2.15
1000-1999 lbs.	1.45	1.85	2.10
2000+ lbs.	1.40	1.80	2.05
Minim- um Charge	233.00	285.00	323.00

U.S. DOMESTIC FREIGHT SERVICE RATES

Special Handling Fees and Other Charges

FedEx may provide special handling services beyond standard pickup and delivery for shipments tendered for transportation via U.S. Domestic Freight Service (FedEx Overnight Freight, FedEx 2Day Freight and FedEx Express Saver Freight). Requests for such services must be communicated directly to your FedEx courier if you are using a FedEx USA Airbill. Users of FedEx PowerShip 3 and FedEx PowerShip 2 can request Inside Pickup and Delivery, H3 Pickup and Delivery, and Residential Pickup and Delivery by way of a FedEx PowerShip device. We assume no responsibility or liability if we decline to provide any special services, which are described below. The following fees will be assessed for handling services:

Residential Pickup	$33.50 per shipment
Residential Delivery	$33.50 per shipment
Inside Pickup	$.0412/lb.; minimum charge of $52
Inside Delivery	$.0412/lb.;minimum charge of $52
Delivery Reattempt	$.0333/lb.;minimum charge or $25
H3* Pickup	$50 per shipment
H3 Delivery	$50 per shipment
Extra Labor	$49 per handler hour

Address correction **	$32 per correction

* *For specific service areas, please call 1-800-GO-FEDEX (800-463-3339).*

** *If a recipient's address on an airbill is found to be incomplete or incorrect [e.g., use of P.O. box numbers, P.O. box ZIP codes or incorrect ZIP codes, omission of suite numbers, apartment numbers, use of old street addresses for recipients who have relocated, or omitting a phone number for a Rural Delivery (RD) address or a Star Route Assignment (SRA) address in Alaska], a special handling fee will be assessed per address correction.*

RESIDENTIAL PICKUP CHARGE

Charge. $33.50 per shipment.
Shipments picked up at private residences will be subject to a Residential Charge per shipment in addition to all other applicable charges. A private residence is defined as a home or place of dwelling and includes those businesses operated out of a home.

RESIDENTIAL DELIVERY CHARGE

Charge: $33.50 per shipment.
Shipments delivered to private residences will be subject to a Residential Charge per shipment in addition to all other applicable charges. A private residence is defined as a home or place of dwelling and includes those businesses operated out of a home.

INSIDE PICKUP CHARGE

Charge: $.0412 per pound; minimum charge of $52.00.
When requested, FedEx may move shipments from positions beyond the adjacent loading area. In doing so, an Inside Pickup Charge will be assessed in addition to all other applicable charges. The adjacent loading area is defined as a pickup site which is directly accessible from the curb and is no more than 50 feet inside the outermost door.

U.S. DOMESTIC FREIGHT SERVICE RATES

INSIDE DELIVERY CHARGE

Charge: $.0412 per pound, minimum charge of $52.00.
When requested, FedEx may move shipments from positions beyond the adjacent loading area. In doing so, an Inside Delivery Charge will be assessed in addition to all other applicable charges. The adjacent loading area is defined as a delivery site which is directly accessible from the curb and is no more than 50 feet inside the outermost door. Inside Delivery service does not include the opening of packages or unitized shipments, including shrink-wrapped or banded freight on pallets or skids.

DELIVERY REATTEMPT CHARGE

Charge: $.0333 per pound, minimum charge of $25.00.
When an attempt is made to deliver and the delivery cannot be completed, no delivery reattempt will be made except upon request. Each reattempt will be subject to a Delivery Reattempt Charge in addition to all other applicable charges.

H3 PICKUP CHARGE

Charge: $50.00 per shipment.
Shipments picked up outside the FedEx primary service areas originate in H3 areas* and are assessed an H3 Pickup Charge. When an H3 Pickup Charge is assessed, no other origin-related, surchargeable freight services are available. Shipments from H3 service areas may be picked up by a cartage agent on behalf of FedEx. Money-Back Guarantees** to H3 areas apply only to the portion of the move handled directly by FedEx.

H3 DELIVERY CHARGE

Charge: $50.00 per shipment.
Shipments delivered to points outside the FedEx primary service areas are destined to H3 areas* and are assessed an H3 Delivery Charge. When an H3 Delivery Charge is assessed, no other destination-related, surchargeable freight services are available. Shipments to H3 service areas may be delivered by a cartage agent on behalf of FedEx. Money-Back Guarantees** to H3 areas apply only to the portion of the move handled directly by FedEx.

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* For an explanation of HE areas, see p. 29. To determine the delivery area for your shipment, call us at 1-800-GO-FedEx (800-463-3339) or refer to the FedEx Worldwide Directory, available upon request.

** See the Service Conditions section for details and limitations of our Money-Back Guarantees.

EXTRA LABOR CHARGE

Charge: $49.00 per handler hour.
When requested by the shipp . consignee, extra labor beyond the driver will be provided for the loading and unloading of freight. An Extra Labor Charge will be assessed in addition to all other applicable charges. This charge will be computed from the time the extra labor arrives at the place of pickup/delivery until loading or unloading is completed.

U.S. TO PUERTO RICO RATES

U.S. to Puerto Rico Rates

In addition to many services and options, FedEx offers convenient customer billing for inbound Puerto Rico sales taxes. And now your maximum package dimensions have increased to 119" in length and 165" in length and girth combined. Please note that FedEx delivers to P.O. boxes in Puerto Rico if a phone, fax or telex number is included. Dangerous Goods Service is available. Call 1-800-Go-FedEx (800-463-3339) in the U.S. for details.

FEDEX INTERNATIONAL PRIORITY®

- Next-business-day delivery by 2 p.m. to San Juan metropolitan area
- Next-business-day delivery by 5 p.m. to all other areas
- Inbound delivery to the U.S. is by 10:30 a.m. the next business day to AA areas*; by 7 p.m. for residential

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* *For an explanation of AA, H1 and H2 areas, see pp. 28-29. To determine the delivery area for your shipment, call us at 1-800-GoFedEx (800-463-3339) or refer to the FedEx Worldwide Directory, available upon request.*

deliveries

FEDEX INTERNATIONAL ECONOMY℠

- Delivery to all locations by 5 p.m. the third business day for shipments up to 150 lbs. per piece
- Residential deliveries can occur by 7 p.m.
- Inbound delivery to the U.S. is by 4:30 p.m. the second business day; by 7 p.m. for residential deliveries

FEDEX INTERNATIONAL PRIORITY® FREIGHT

For pieces weighing 151-1,500 lbs., with delivery by 5 p.m. the third business day in H1 and H2 areas*

A FedEx International Air Waybill is required for shipments to Puerto Rico, and you may also need a Commercial Invoice, Shipper's Export Declaration or additional documentation. Customs clearance authorization, written or verbal, is required of consignee for all non-document shipments.

U.S. TO PUERTO RICO RATES

About These Rates

If you call to request a courier pickup, please add a $3 per-package pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at 1-800-Go-FedEx (800-463-3339). Visit www.fedex.com for a complete listing of our drop-off locations.

	FedEx International Priority®	FedEx International Economy®
FedEx Letter up to 8 oz.	$15.50	**
FedEx Pak	**	**
1 lb.	$25.00	$15.50
2 lbs.	27.25	15.20
3	30.25	17.55
4	33.25	18.90
5	36.25	20.25
6	39.25	21.60
7	42.25	22.95
8	45.25	22.95
9	48.25	24.30
10	51.25	27.00
11	52.50	28.00
12	53.75	29.00
13	55.00	30.00
14	56.25	31.00
15	57.50	32.00
16	58.75	33.00
17	60.00	34.00

18	61.25	35.00
19	62.50	36.00
20	63.75	37.00
21	65.00	38.00
22	66.25	39.00
23	67.50	40.00
24	68.75	41.00
25	70.00	42.00
26	71.25	43.00
27	72.50	44.00
28	73.75	45.00
29	75.00	46.00
30	76.25	47.00
31	77.50	48.00
32	78.75	49.00
33	80.00	50.00
34	81.25	51.00
35	82.50	52.00
36	83.75	53.00
37	85.00	54.00
38	86.25	55.00

39	87.50	56.00
40	88.75	57.00
41	90.00	58.00
42	91.25	59.00
43	92.50	60.00
44	93.75	61.00
45	95.00	62.00
46	96.25	63.00
47	97.50	64.00
48	98.75	65.00
49	100.00	66.00
50	101.25	67.00
51	102.75	68.00
52	104.25	69.00
53	105.75	70.00
54	107.25	71.00
55	108.75	72.00
56	110.25	73.00
57	111.75	74.00
58	113.25	75.00
59	114.75	76.00

60	116.25	77.00
61	118.25	78.10
62	120.25	79.20
63	122.25	80.30
64	124.25	81.40
65	126.25	82.50
66	128.25	85.80
67	130.25	84.70
68	132.25	85.80
69	134.25	86.90
70	136.25	88.00
71	138.75	89.60
72	141.25	91.20
73	143.75	92.80
74	146.25	94.40
75	148.75	96.00
76	151.25	97.60
77	153.75	99.20
78	156.25	100.80
79	158.75	102.40
80	161.25	104.00

81	163.75	105.60
82	166.25	107.20
83	168.75	108.80
84	171.25	110.40
85	173.75	112.00
86	176.25	113.60
87	178.75	115.20
88	181.25	116.80
89	183.75	118.40
90	186.25	120.00
91	188.75	121.60
92	191.25	123.20
93	193.75	124.80
94	196.25	126.40
95	198.75	128.00
96	201.25	129.60
97	203.75	131.20
98	206.25	132.80
99	208.75	134.40
100	210.00	135.00
110	231.00	148.50

125	262.50	168.75
150	315.00	202.50

U.S. TO PUERTO RICO

MULTIPLE-PIECE SHIPMENT RATES FOR PUERTO RICO
(multiply by total shipment weight)

Multiple-piece shipments on a single FedEx® International Air Waybill to one destination are rated on a price-per-package basis and on a price-per-total-shipment-weight (hundredweight) basis (assuming a 100-lb. total weight minimum and a minimum per piece charge equal to the 5-lb. rate per package). You are billed the lower of the two rates.

Weight	FedEx International Priority®	FedEx International Economy®
100-299 lbs.	$2.10	1.35
300-499 lbs.	2.10	1.35
500-999 lbs.	2.05	1.33
1,000+ lbs.	2.00	1.30
Minimum Charge	210.00	135.00

** Subject to a minimum charge equal to the 5-lb. rate per package when hundredweight pricing applies.*

PACKAGES OR PIECES MORE THAN 150 LBS. FROM THE U.S. TO PUERTO RICO

To determine the per-pound transportation charge for your freight shipment, please refer to the chart below.

Weight	FedEx International Priority® Freight*
151-499 lbs.	$1.35
500-999 lbs.	1.33
1,000 lbs.	1.30
Minimum Charge	135.00

* Delivery to Puerto Rico from U.S. by 5 p.m. on the third business day in H1 and H2 areas. For an explanation of delivery areas, see p. 29. To determine the delivery area for your shipment, call us at 1-800-Go-FedEx (800-463-3339) or refer to the FedEx Worldwide Directory, available upon request.

FEDEX INTERNATIONAL RATES

FEDEX INTERNATIONAL RATES

FedEx International Rates

You have several choices for getting your packages and heavy boxes throughout our global network fast and reliably. The following pages contain all the information you will need to determine your rates for these international FedEx services:

- FedEx International Priority . . . . . p. 63

- FedEx 10kg Box and FedEx 25kg Box . . . . . p. 70
- FedEx International Economy . . . . . p. 71
- FedEx International First . . . . . p. 78

For rate information for our other international services, plus any other information you will need for successful U.S. export shipping, please call FedEx International Customer Service at (800)247-4747.

DROP-OFF RATES

FedEx now separates courier pickup charges from transportation costs so you can easily see your charges for each. The rates in this guide apply to all shipments dropped off at one of over 40,000 convenient drop-off locations. If you request a courier pickup, you should add $3 per shipment to these rates for U.S. export services. This charge will appear separately on your invoice as a courier pickup charge. This charge may not apply if you have regular pickups with FedEx. For more information about your nearest drop-off location or regular pickups, call us at (800)247-4747. A list of drop-off locations is also available on our Web site at www.fedex.com.

TEMPORARY FUEL SURCHARGE

Due to the potential for significant fluctuations in the market for aviation and vehicle fuel, FedEx reserves the right to assess a temporary fuel surcharge on any shipments without notice. Any such surcharge will be applied for such periods as we may determine necessary. On **February 3, 1997, FedEx instituted a 2% temporary fuel adjustment, which remains in effect as of the issuance date of this FedEx Service Guide.**

* PLEASE NOTE. For FedEx International Priority and FedEx International Economy shipments up to 99 lbs., the retail rate used for volume discounting of accounts located outside the U.S. is derived from the rates listed in this guide plus $3. For shipments 100 lbs. and above, the rates listed in this guide alone are used as the retail rate for volume discounting of accounts located outside the U.S. Rates of discounted accounts located within the U.S. are communicated on a net rate basis.

FEDEX INTERNATIONAL PRIORITY RATES

FEDEX INTERNATIONAL PRIORITY® PROVIDES DEPENDABLE, TIME-DEFINITE, DOOR-TO-DOOR*, CUSTOMS-CLEARED DELIVERY TYPICALLY IN 1, 2 OR 3 BUSINESS DAYS TO MORE THAN 210 COUNTRIES. WE ARE CONTINUALLY EXPANDING OUR GLOBAL NETWORK, SO PLEASE CALL INTERNATIONAL CUSTOMER SERVICE AT (800)247-4747 FOR ANY UPDATES AND FOR EXACT TRANSIT TIMES FOR YOUR SHIPMENT,

FedEx International Priority®

LOWER CANADA RATES TO MANY DESTINATIONS

To add value to your Canada shipping, we lowered rates in this guide to major Canadian markets -- places like Toronto, Montreal, Vancouver, Calgary, Ottawa, Winnipeg, Kitchener, Oshawa, Windsor, Niagara and Hull. These lower rates are designed to provide more flexibility in your distribution strategy, and more closely reflect our costs of serving these markets.

TWO CANADA RATE SCALES

We now offer two sets of rates when you're shipping to Canada, one for major markets and the other for more remote locations. You'll clearly see these "A" (major markets) and "B" (more remote locations) rate scales in the chart on p. 65. Your FedEx International Priority shipments to other world destinations will use rate scales C through M, as shown on p. 64.

* *Courier pickup charge may apply. See p. 62 for details.*

FEDEX INTERNATIONAL PRIORITY RATES

Shipping FedEx International Priority® Worldwide

Here are the destinations available for FedEx International Priority. Here's all you do:

1. Find the Rate Scale for your destination in the Rate Scale Index below.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on pp. 66-68

Country	Rate Scale
Albania	M
Algeria	M
American Samoa	M
Andorra	H

Angola	M
Anguilla	I
Antigua	I
Argentina	L
Armenia	M
Aruba	I
Australia	J
Austria	H
Azerbaijan	M
Bahamas	I
Bahrain	J
Bangladesh	K
Barbados	I
Barbuda	I
Belarus	M
Belgium	D
Belize	K
Benin	M
Bermuda	I
Bhutan	K
Bolivia	L

Bonaire	I
Botswana	M
Brazil	L
British Virgin Islands	I
Brunei	J
Bulgaria	M
Burkina Faso	M
Burundi	M
Cambodia	K
Cameroon	M
Canada (see p. 65)	
Cape Verde	M
Cayman Islands	I
Central African Republic	M
Chad	M
Channel Islands (U.K.)	D
Chile	L
China	J
Colombia	L
Congo	M
Cook Islands	K

Costa Rica	K
Croatia	M
Curacao	I
Cyprus	J
Czech Republic	M
Denmark	H
Djibouti	M
Dominica	I
Dominican Republic	I
Ecuador	L
Egypt	J
El Salvador	K
England (U.K.)	D
Equatorial Guinea	M
Eritrea	M
Estonia	M
Ethiopia	M
Faroe Island	H
Fiji	K
Finland	H
France	D

French Guiana	L
French Polynesia	M
Gabon	M
Gambia	M
Georigia	M
Germany	E
Ghana	M
Gibraltar	M
Greece	H
Greenland	H
Grenada	I
Guadeloupe	I
Guam	K
Guatemala	K
Guinea	M
Guinea-Bissau	M
Guyana	L
Haiti	I
Honduras	K
Hong Kong	F
Hungary	M

Iceland	M
India	K
Indonesia	J
Ireland, Northern (U.K.)	D
Ireland, Republic of	D
Israel	J
Italy	E
Ivory Coast	M
Jamaica	I
Japan	G
Jordan	J
Kazakhstan	M
Kenya	M
Korea, South	J
Kuwait	J
Kyrgyzstan	M
Latvia	M
Lebanon*	J
Lesotho	M
Liechtenstein	H
Lithuania	M

Luxembourg	D
Macau	F
Macedonia	M
Madagascar	M
Malawi	M
Malaysia	J
Maldives, Republic of	K
Mali	M
Malta	H
Marshall Islands	M
Martinique	I
Mauritania	M
Mauritius	M
Mexico	C
Micronesia	M
Moldova	M
Monaco	D
Mongolia	M
Montserrat	I
Morocco	M
Mozambique	M

Myanmar (Burma)	K
Namibia	M
Nepal	K
Netherlands (Holland)	D
Netherlands Antilles	I
New Caledonia	K
New Zealand	J
Nicaragua	K
Niger	M
Nigeria	M
Norway	H
Oman	J
Pakistan	K
Palau	M
Panama	K
Papua New Guinea	K
Paraguay	L
Peru	L
Philippines	J
Poland	M
Portugal	H

Qatar	J
Reunion Island	M
Romania	M
Russia	M
Rwanda	M
Saba	I
St. Barthelemy	I
St. Croix	I
St. Eustatius	I
St. John	I
St. Kitts and Nevis	I
St. Lucia	I
St. Maarten/St. Martin	I
St. Thomas	I
St. Vincent	I
Saipan	K
San Marino	E
Saudi Arabia	M
Scotland (U.K.)	D
Senegal	M
Seychelles	M

Sierra Leone	M
Singapore	F
Slovak Republic	M
Slovenia	M
Somalia	M
South Africa	M
Spain	H
Sri Lanka	K
Sudan	M
Suriname	L
Swaziland	M
Sweden	H
Switzerland	H
Syria*	J
Taiwan	F
Tanzania	M
Thailand	J
Togo	M
Trinidad and Tobago	I
Tunisia	M
Turkey	J

Turkmenistan	M
Turks and Caicos Islands	I
Uganda	M
Ukraine	M
Untied Arab Emirates	J
Uruguay	L
U.S. Virgin Islands	I
Uzbekistan	M
Vanuatu	K
Vatican City	E
Venezuela	L
Vietnam	J
Wales (U.K.)	D
Wallis and Futuna	M
Yemen Arab Republic	J
Zaire	M
Zambia	M
Zimbabwe	M

* *Some restrictions apply.*

FEDEX INTERNATIONAL PRIORITY RATES

Shipping FedEx International Priority® to Canada

Here are the destination postal codes in Canada available for FedEx International Priority. Here's all you do:

1. Find the Rate Scale for your destination postal code in Canada in the Rate Scale Index below.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on pp. 66-68.

Shipping to:	Rate Scale
Newfoundland A0A-A9Z	B
Nova Scotia B0A-B9Z	B
Prince Edward Island C0A-C9Z	B
New Brunswick E0A-E9Z	B

Quebec	
G0A-G9Z	B
H0Z-H9Z	A
J0A-J2W	B
J2X-J3G	A
J3H-J3K	B
J3L-J3N	A
J3P-J3T	B
J3V-J4Z	A
J5A-J6H	B
J6J-J6R	A
J6S-J6V	B
J6W-J7R	A
J7S-J8N	B
J8P-J9C	A
J9E-J9Z	B

Ontario	
K0A-K0Z	B
K1A-K2R	A
K2S-L0H	B
L0J	A
L0K-L0N	B
L0P	A
L0R-L1E	B
L1G-L1Z	A
L2A-L2C	B
L2E-L2W	A
L2X-L3N	B
L3P-L3T	A
L3V-L3W	B
L3X-L9T	A
L9V-L9Z	B
M0A-M9Z	A
N0A-N1Z	B
N2A-N2V	A
N2W-N5T	B
N5V-N6N	A
N6P-N8M	B
N8N-N9K	A
N9L-P9Z	B
Manitoba	
R0A-R2B	B
R2C-R4A	A
R4B-R9Z	B
Saskatchewan	
S0A-S9Z	B

Alberta	
T0A-T1X	B
T1Y-T3L	A
T3M-T9Z	B
British Columbia	
V0A-V1L	B
V1M	A
V1N-V2V	B
V2W-V3E	A
V3G	B
V3H-V4S	A
V4T	B
V4V-V7Z	A
V8A-V9Z	B
Northwest Territories	
X0A-X9Z	B
Yukon	
Y0A-Y9Z	B

1. Find the Rate Scale for your destination country (or Canadian postal code) in the Rate Scale Indexes on these pages.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on the following pages.

FEDEX INTERNATIONAL PRIORITY RATES

Use These Rates When Shipping FedEx International Priority®

1. Find the Rate Scale for your country (or Canadian postal code) in the Rate Scale Indexes on pp. 64-65.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on these pages.

RATE SCALES

	A	B/C	D/E/F/G	H
FedEx Letter up to 8 oz.	$19.00	$21.50	$25.50	$28.50
FedEx Pak, 1 lb.	30.00	33.00	34.50	40.00
FedEx Pak, 2 lb.	30.00	33.00	34.50	40.00
1 lb.	$34.00	$36.00	$40.50	$51.00
2 lbs.	39.75	40.75	48.00	57.85
3	43.85	46.50	55.50	64.70
4	46.65	51.25	63.00	71.55

	A	B/C	D/E/F/G	H
5	49.50	56.00	70.50	78.40
6	51.20	59.40	75.00	84.00
7	52.90	62.80	79.50	89.60
8	55.30	66.35	84.00	95.20
9	57.70	69.90	88.50	100.80
10	60.10	73.45	93.00	106.40
11	62.60	76.35	96.60	110.50
12	65.10	79.25	100.20	114.60
13	67.60	82.15	103.80	118.70
14	70.10	85.00	107.40	122.80
15	72.60	87.85	111.00	126.90
16	75.10	90.70	114.60	131.00
17	77.45	93.55	118.20	135.10
18	79.80	96.40	121.80	139.20
19	82.15	99.25	125.40	143.30
20	84.50	101.95	129.00	147.40
21	86.85	104.65	132.55	151.55
22	89.20	107.35	136.10	155.70
23	91.55	110.05	139.65	159,85
24	93.90	112.75	143.20	164.00

	A	B/C	D/E/F/G	H
25	96.00	115.45	146.75	168.15
27	100.20	120.85	153.85	176.45
28	102.30	123.55	157.40	180.60
29	104.40	126.25	150.95	184.75
30	106.50	128.95	164.50	188.90
31	108.60	131.65	168.05	193.05
32	110.70	134.35	171.60	197.20
33	112.80	137.05	175.15	201.35
34	114.90	139.75	178.70	205.50
35	117.00	142.45	182.25	209.65
36	119.10	145.15	185.80	213.80
37	121.20	147.85	189.35	217.95
38	123.30	150.55	192.90	222.10
39	125.40	153.25	196.45	226.25
40	127.50	155.95	200.00	230.40
41	129.80	158.65	203.55	234.55
42	132.10	161.35	207.10	238.70
43	134.40	164.05	210.65	242.85
44	136.70	166.75	214.20	247.00
45	139.00	169.45	217.75	251.15

	A	B/C	D/E/F/G	H
46	141.30	172.15	221.30	255.30
48	14590	177.55	228.40	263.60
49	148.20	180.25	231.95	267.75
50	150.50	182.95	235.50	271.90
51	152.80	184.95	239.05	276.05
52	155.10	186.95	242.60	280.20
53	157.40	188.95	246.15	284.35
54	159.70	190.95	249.70	288.50
55	161.20	192.95	253.25	292.65
56	162.70	194.95	256.80	296.80
57	164.20	196.95	250.35	300.95
58	165.70	198.95	263.90	305.10
59	157.20	200.95	267.45	309.25
60	168.70	202.95	271.00	313.40
61	170.20	204.95	274.55	317.55
62	171.70	206.95	278.10	321.70
63	173.20	208.95	281.65	325.85
64	175.25	210.95	285.20	330.00
65	177.30	212.85	288.75	334.15
66	179.35	214.75	292.30	338.30

	A	B/C	D/E/F/G	H
67	181.40	216.65	295.85	342.45
69	185.50	220.45	302.95	350.75
70	187.55	222.35	306.50	354.90
71	189.95	224.25	310.05	359.05
72	192.15	226.15	313.60	363.20
73	194.45	228.05	317.15	367.35
74	195.75	229.95	320.70	371.50
75	199.05	231.85	324.25	375.65
76	201.35	233.75	327.80	379.80
77	203.65	235.65	331.35	383.95
78	205.95	237.55	334.90	388.10
79	208.25	239.45	338.45	392.25
80	210.55	241.35	342.00	396.40
81	212.15	243.25	345.55	400.55
82	213.75	245.15	349.10	404.70
83	215.35	247.05	352.65	408.85
84	216.95	248.95	356.20	413.00
85	218.55	250.85	359.75	417.15
86	220.15	253.35	363.30	421.30
87	221.75	255.85	366.85	425.45

	A	B/C	D/E/F/G	H
88	223.35	258.35	370.40	429.60
90	226.55	263.35	377.50	437.90
91	228.15	265.85	381.05	442.05
92	229.75	268.35	384.60	446.20
93	230.00	270.85	388.15	450.35
94	230.00	271.00	391.70	454.50
95	230.00	271.00	395.25	458.65
96	230.00	271.00	398.80	462.80
97	230.00	271.00	402.35	466.95
98	230.00	271.00	405.90	471.10
99	230.00	271.00	409.45	475.25
100	230.00	271.00	415.00	480.00

RATE SCALES

	I	J	K/L	M
FedEx Letter up to 8 oz.	$25.00	$29.50	$41.00	$65.00
FedEx Pak 1 lb.	34.50	42.00	52.00	76.50

	I	J	K/L	M
FedEx Pak 2lbs.	34.60	42.00	66.00	92.00
1 lb.	41.00	45.50	53.00	77.00
2 lbs.	47.40	52.85	67.00	92.00
3	53.80	60.20	81.00	107.00
4	60.20	67.55	95.00	122.00
5	66.60	74.90	109.00	137.00
6	71.50	81.75	121.75	148.40
7	76.40	88.60	134.50	159.80
8	81.30	95.45	147.25	171.20
9	86.20	102.30	150.00	182.60
10	91.10	109.15	172.75	194.00
11	95.30	114.65	183.25	205.35
12	99.50	120.15	193.75	216.701
13	103.70	125.65	204.25	228.05
14	107.90	131.15	214.75	239.40
15	112.10	136.65	225.25	250.75
16	116.30	142.15	235.75	262.10
17	120.50	147.65	246.25	273.45
18	124.70	153.15	256.75	284.80

	I	J	K/L	M
19	128.90	158.65	267.25	296.15
20	133.10	164.15	277.75	307.50
21	137.25	169.25	285.90	317.05
23	145.55	179.45	299.20	336.15
24	149.70	184.55	306.35	345.70
25	153.85	189.65	313.50	355.25
26	158.00	194.75	320.65	364.80
27	162.15	199.85	327.80	374.35
28	166.30	204.95	334.95	383.90
29	170.45	210.05	342.10	393.45
30	174.60	215.15	349.25	403.00
31	178.75	220.25	356.40	412.55
32	182.90	225.35	363.55	422.10
33	187.05	230.45	370.70	431.65
34	191.20	235.55	377.85	441.20
35	195.35	240.65	385.00	450.75
36	199.50	245.75	392.15	460.30
37	203.65	250.85	399.30	469.85
38	207.80	255.95	406.45	479.40
39	211.95	261.05	413.60	488.95

	I	J	K/L	M
40	216.10	266.15	420.75	498.50
42	224.40	276.35	435.05	517.60
44	232.70	286.55	449.35	536.70
45	236.85	291.65	456.50	546.25
46	241.00	296.75	463.65	555.80
47	245.15	301.85	470.80	565.35
48	249.30	306.95	477.95	574.90
49	253.45	312.05	485.10	584.45
50	257.60	317.15	492.25	594.00
51	261.75	322.25	499.40	603.55
52	265.90	327.35	506.55	613.10
53	270.05	332.45	513.70	622.65
54	274.20	337.55	520.85	632.20
55	278.35	342.65	528.00	641.75
56	282.60	347.75	535.15	651.30
57	286.65	352.85	542.30	660.85
58	290.80	357.95	549.45	670.40
59	294.95	363.05	556.60	679.95
60	299.10	368.15	563.75	689.50
61	303.25	373.25	570.90	699.05

	I	J	K/L	M
62	307.40	378.35	578.05	708.60
63	311.55	383.45	585.20	718.15
65	319.85	393.65	599.50	737.25
66	324.00	398.75	606.65	746.80
67	328.15	403.85	613.80	756.35
68	332.30	408.95	620.95	765.90
69	336.45	414.05	628.10	775.45
70	340.60	419.15	635.25	785.00
71	344.75	424.25	642.40	794.55
72	348.90	429.35	649.55	804.10
73	353.05	434.45	656.70	813.65
74	357.20	439.55	663.85	823.20
75	361.35	444.65	671.00	832.75
76	365.50	449.75	678.15	842.30
77	369.65	454.85	685.30	851.85
78	373.80	459.95	692.45	861.40
79	377.95	465.05	699.60	870.95
80	382.10	470.15	706.75	880.50
81	386.25	475.25	713.90	890.05
82	390.40	480.35	721.05	899.60

	I	J	K/L	M
83	394.55	485.45	728.20	909.15
84	398.70	490.55	735.35	918.70
86	407.00	500.75	740.00	937.80
87	411.15	505.85	740.00	947.35
88	415.30	510.95	740.00	956.90
89	419.45	516.05	740.00	966.45
90	423.60	621.15	740.00	976.00
91	427.75	526.25	740.00	985.55
92	431.90	531.35	740.00	995.10
93	436.05	536.45	740.00	1004.65
94	440.20	541.55	740.00	1014.20
95	444.35	546.65	740.00	1023.75
96	448.50	551.75	740.00	1033.30
97	452.65	556.85	740.00	1042.85
98	456.80	561.95	740.00	1052.40
99	460.00	567.05	740.00	1060.00
100	460.00	570.00	740.00	1060.00

Any fraction of a pound takes the next higher rate. For descriptions of FedEx Services, please see pp.8-11.

About These Rates

If you call to request a courier pickup, please add a $3 per-shipment* pickup charge to the rates shown here. This charge will be itemized separately on your invoice as a pickup charge.

To find the nearest drop-off location or for more information on regular pickups, ask your FedEx courier or call us at (800) 247-4747. Visit www.fedex.com for a complete listing of our drop-off locations.

* *A shipment is defined as one or more packages tendered on a single air waybill.*

FEDEX INTERNATIONAL PRIORITY RATES

Hundredweight Pricing When Shipping FedEx International Priority®

These per-pound rates will apply if the total shipment weighs 100 lbs. or more. A minimum charge may apply for FedEx International Priority® Freight shipments. (Multiply by total shipment weight.)

RATE SCALES

Weight	A	B/C	D/E/F/G	H
100-299 lbs.	$2.30	$2.71	$4.15	$4.80
300-499 lbs.	2.00	2.71	4.15	4.80
500-999 lbs.	1.80	2.71	4.15	4.80
1000-1,999 lbs.	1.75	2.71	4.15	4.80
2,000+ lbs.	1.75	2.71	4.15	4.80
	I	**J**	**K/L**	**M**
100-299 lbs.	4.60	5.70	7.40	10.60
300-499 lbs.	4.60	5.70	7.40	10.60
500-999 lbs.	4.60	5.70	7.40	10.60
1000-1,999 lbs.	4.60	5.70	7.40	10.60
2,000+ lbs.	4.60	5.70	7.40	10.60

Special Handling Fees and Other Charges

The following charges will apply per shipment.

Courier Pickup Charge	$3
Saturday Pickup/Delivery Service	$10
Extended Service Area Surcharge*	Greater of $20 or $0.20/lb.
Broker Routing Fee for shipments when broker is in a different metropolitan delivery area than consignee	Greater of $10 or $0.50/lb.
Storage Fee per day for shipments unclaimed or otherwise left in a FedEx station for more than 48 hours after notification to the recipient and/or designated broker	Greater of $20 or $0.20/lb.
Dangerous Goods (available to selected destinations): Accessible Dangerous Goods Inaccessible Dangerous Goods	 $60 $40
Address Correction (see below)	$10 per correction
Billing (see below)	$10

Declared Value Charge (for shipments valued over $100)	$0.40/$100

The maximum declared value for Customs and carriage (the FedEx liability for any loss, damage, delay, etc.) is US$50,000 or US$9.07 per pound for shipments to more than 80 countries. For many shipments, you may declare a value for carriage of up to US$50,000, or US$9.07 per pound, whichever is greater. See the Service Conditions section for details.

** To determine if a surcharge will be applicable to your shipment, call (800)247-4747.*

Address Correction: *If a recipient's address is found to be incomplete or incorrect (e.g., incorrect postal codes, omitted apartment numbers, and former street addresses for recipients who have relocated), or if a valid telephone/fax/telex number for the recipient is not provided on the air waybill, a special handling fee of $10 per address correction will be assessed.*

Billing*: If a valid "bill to" account number is not provided or if FedEx is unable to obtain payment on any air waybill transaction billed through any of the credit cards accepted by Federal Express, a special handling fee of $10 may apply.*

FEDEX INTERNATIONAL PRIORITY RATES

Dangerous Goods

ACCESSIBLE DANGEROUS GOODS*

These dangerous goods shipments must be accessible during transit. The following are classified as Accessible Dangerous Goods and may only be shipped using FedEx International Priority or FedEx International Priority Freight. The following special handling fees will be assessed for each shipment. See the Service Conditions section for details.

Class 1	Explosives	$60
Class 2	Gases:	
	2.1 Flammable Gas	$60
	2.2 Non-flammable Gas with a "Cargo Aircraft Only" Label	$60
Class 3	Flammable Liquid	$60
Class 4	Flammable Solid, Spontaneously Combustible, Dangerous When Wet	$60

Class 5	Oxidizer and Organic Peroxide	$60
Class 8	Corrosive Material	$60

INACCESSIBLE DANGEROUS GOODS*

These dangerous goods classifications may be shipped by way of most FedEx international services. The special handling fees will be assessed for each shipment. See the Service Conditions section for details.

Class 2	Gases:	
	2.2 Non-flammable Gas Without a "Cargo Aircraft Only" Label	$40
Class 6	6.1 Toxic	$40
	6.2 Poison and Infectious Substances	$40
Class 7	Radioactive	$40
Class 9	ORM-D	$40

** Dangerous goods are not acceptable to all international locations. Call (800)247-4747 for details and assistance.*

DIMENSIONAL WEIGHT

Federal Express may assess transportation charges based on the International Air Transport Association (IATA) volumetric standard. Dimensional weight is calculated by multiplying the length by width by height of each package in inches and dividing the total by 166 (standard density in cubic inches per pound). If the dimensional weight exceeds the actual weight, charges may be assessed based on the dimensional weight. Dimensional weight applies on a per-shipment basis to all shipments in customer packaging greater than 12" x 12" x 12". Multiple-piece shipments in the following FedEx packaging are subject to dimensional weight pricing: Small, Medium and Large FedEx Boxes, FedEx Tube, and FedEx 10kg Box and FedEx 25kg Box.

FEDEX 10KG BOX AND FEDEX 25KG BOX RATES

The FedEx 10kg Box and FedEx 25kg Box Are New Shipping Packaging Options That Let You Ship Either Size Box up to the Allotted Weight (22 Lbs. And 55 Lbs., Respectively) to International Destinations Using FedEx International Priority Service. These Boxes Are Available from Your FedEx Courier, at FedEx World Service Centers, or by Calling Customer Service at 1-800-Go-FedEx (800-463-3339).

Shipping New U.S. Export Boxes
FedEx l0kg Box and FedEx 25kg Box

These boxes should be used only with FedEx International Priority service.

1. Find the Rate Scale for your destination country (or Canadian postal code) in the Rate Scale Indexes on pp. 64-65.

2. Then see your door-to-door rate in the charts below.

3. For boxes that exceed the 22-lb. or 55-lb. weight limits, respectively, the corresponding FedEx International Priority rate applies (see pp. 66-68).

4. Either size box going from the U.S. to Puerto Rico uses Rate Scale "A" from the two charts below.

FEDEX 10KG BOX

Below is the Rate Scale for the FedEx 10kg Box weighing 1-22 lbs.

RATE SCALES

Weight	A/B/C	D/E/F/G	H/I	J	K/L/M
1-22 lbs.	$82	$129	$148	$170	$300

FEDEX 25KG BOX

Below is the Rate Scale for the FedEx 25kg Box weighing 1-55 lbs.

RATE SCALES

Weight	A/B/C	D/E/F/G	H/I	J	K/L/M
1-55 lbs.	$140	$214	$248	$290	$600

SPECIAL HANDLING FEES

Special handling fees for the FedEx 10kg Box and FedEx 25kg Box are the same as those for FedEx International Priority (see p. 68) except for Dangerous Goods, which may not be sent via the FedEx 10kg Box or FedEx 25kg Box.

Any fraction of a pound takes the next higher rate. For descriptions of FedEx services, please see pp. 8-11.

FEDEX INTERNATIONAL ECONOMY RATES

Now this Reliable, Cost-effective Service Is Available for Your Less-Urgent Shipments from the United States to Points Throughout the World, Including Europe, Asia, Latin America, the Middle East and Canada. Our Expanded FedEx International Economy Service Gives You the Benefits of Time-definite, Door-to-door*, Customs-cleared Delivery for Your Deferred Shipments, at a Great Value. Service Is Also Available from Certain Offshore Origins to the United States.

FedEx International Economy℠

MAXIMIZE YOUR SHIPPING FLEXIBILITY

FedEx International Economy transit times depend on your origin and destination, but generally you would add just a few days to your FedEx International Priority commitments. Inbound and outbound service is available for the countries listed on p. 72, and your Canada and Puerto Rico shipments are backed by our Money-Back Guarantee**. It's never been easier to upgrade all your shipments to dependable, time-definite delivery.

TWO RATE SCALE INDEXES

You'll notice that, as with FedEx International Priority, there are two rate scale indexes for FedEx International Economy service: one for Canadian postal codes, and the other for the other countries that now receive this expanded service. Turn the page to see them.

* Courier pickup charge may apply. See p. 62 for details.
** See "Money-Back Guarantee Policy" in the Service Conditions section for details and limitations.

FEDEX INTERNATIONAL ECONOMY RATES

Shipping FedEx International Economy℠ Worldwide

Here are the destinations available for FedEx International Economy. Here's all you do:

1. Find the Rate Scale for your destination in the Rate Scale Index below.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on pp. 74-76.

Shipping to:	Rate Scale
Argentina	Y
Belgium	R
Brazil	Y
Chile	Y

Colombia	Y
France	R
Germany	S
Great Britain	R
Hong Kong	T
Ireland	R
Italy	S
Japan	U
Luxembourg	R
Malaysia	W
Netherlands	R
Singapore	T
Spain	V
Switzerland	V
Taiwan	T
United Arab Emirates	W
Venezuela	Y

Shipping FedEx International Economy℠ to Canada

Here are the destination postal codes in Canada available for FedEx International Economy. Here's all you do:

1. Find the Rate Scale for your destination postal code in Canada in the Rate Scale Index Below.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on pp. 74-76

Shipping From
▫CT, DE, MA, ME, MD, NH, NJ, PA, RI, VA, VT, and Washington, D.C.
▪IN, MI, OH
□OR, WA, Northern California (ZIP codes 93600-96699)
■Anywhere else in the U.S.

Shipping to:	**Rate Scale**			
	▫	▪	□	■
Newfoundland A0A-A9Z	P	P	P	P
Nova Scotia B0A-B9Z	P	P	P	P
Prince Edward Island C0A-C9Z	P	P	P	P
New Brunswick E0A-E9Z	P	P	P	P

Quebec				
G0A-G9Z	P	P	P	P
H0A-H9Z	N	O	O	O
J0A-J2W	P	P	P	P
J2X-J3G	N	O	O	O
J3H-J3K	P	P	P	P
J3L-J3N	N	O	O	O
J3P-J3T	P	P	P	P
J3V-J4Z	N	O	O	O
J5A-J6H	P	P	P	P
J6J-J6R	N	O	O	O
J6S-J6V	P	P	P	P
J6W-J7R	N	O	O	O
J7S-J8N	P	P	P	P
J8P-J9C	N	O	O	O
J9E-J9Z	P	P	P	P

Ontario				
K0A-K0Z	P	P	P	P
K1A-K2R	N	O	O	O
K2S-L0H	P	P	P	P
L0J	N	N	O	O
L0K-L0N	P	P	P	P
L0P	N	N	O	O
L0R-L1E	P	P	P	P
L1G-L1Z	N	N	O	O
L2A-L2C	P	P	P	P
L2E-L2W	N	N	O	O
L2X-L3N	P	P	P	P
L3P-L3T	N	N	O	O
L3V-L3W	P	P	P	P
L3X-L9T	N	N	O	O
L9V-L9Z	P	P	P	P
M0A-M9Z	N	N	O	O
N0A-N1Z	P	P	P	P
N2A-N2V	N	N	O	O
N2W-N5T	P	P	P	P
N5V-N6N	N	N	O	O
N6P-N8M	P	P	P	P
N8N-N9K	N	N	O	O
N9L-P9Z	P	P	P	P
Manitoba				
R0A-R2B	P	P	P	P
R2C-R4A	O	O	O	O
R4B-R9Z	P	P	P	P
Saskatchewan				
S0A-S9Z	P	P	P	P

Alberta				
T0A-T1X	P	P	P	P
T1Y-T3L	O	O	O	O
T3M-T9Z	P	P	P	P
British Columbia				
V0A-V1L	P	P	P	P
V1M	O	O	O	O
V1N-V2V	P	P	P	P
V2W-V3E	O	O	O	O
V3G	P	P	P	P
V3H-V4S	O	O	O	O
V4T	P	P	P	P
V4V-V7Z	O	O	O	O
V8A-V9Z	P	P	P	P
Northwest Territories				
X0A-X9Z	P	P	P	P
Yukon				
Y0A-Y9Z	P	P	P	P

Use These Rates When Shipping FedEx International Economy℠

RATE SCALES

Weight	N	O	P	R/S
1 lb.	$22.00	$32.00	$32.75	$38.45
2 lbs.	23.50	34.60	36.75	45.55
3	25.00	37.20	40.75	52.65
4	26.50	39.80	43.50	59.75
5	28.00	42.15	46.25	66.85

Weight	N	O	P	R/S
6	29.00	44.50	49.00	71.10
7	30.00	46.85	51.75	75.35
8	31.00	49.20	43.40	79.60
9	32.00	51.55	56.50	83.85
10	33.00	53.90	58.50	88.10
11	33.60	55.75	60.50	91.50
12	34.20	57.60	62.50	94.90
13	34.80	59.45	64.50	98.30
14	35.40	61.30	66.50	101.70
15	36.00	63.15	68.50	105.10
16	36.60	64.85	70.50	108.50
17	37.20	66.55	72.50	111.90
18	37.80	68.25	74.50	115.30
19	38.40	69.95	76.50	118.70
20	39.00	71.65	78.50	122.10
21	40.10	73.35	80.20	125.50
22	41.20	75.05	82.90	128.85
23	42.30	76.75	83.60	132.20
24	43.40	78.45	85.30	135.55
25	44.50	80.15	87.00	138.90

Weight	N	O	P	R/S
26	45.60	81.85	88.70	142.25
28	47.80	85.25	92.10	148.95
29	48.90	96.95	93.80	152.30
30	50.00	88.65	95.50	155.65
31	51.10	90.35	97.20	158.40
32	52.20	92.05	98.90	161.15
33	53.30	93.75	100.60	153.90
34	54.40	95.45	102.30	166.65
35	55.50	97.15	104.00	169.40
36	56.60	98.80	105.70	172.15
37	57.70	100.45	107.40	174.90
38	58.80	102.10	109.10	177.65
39	59.90	103.75	110.80	180.40
40	61.00	105.40	112.50	183.15
41	62.10	107.05	114.20	185.15
42	63.20	108.70	115.90	187.15
43	64.30	110.35	117.60	189.15
44	65.40	112.00	119.30	191.15
45	66.50	113.54	121.00	193.15
46	67.60	115.30	122.70	194.40

Weight	N	O	P	R/S
47	68.70	116.95	124.40	196.65
48	69.80	118.60	126.10	195.90
49	70.90	120.25	127.80	198.15
50	72.00	121.90	129.50	199.40

RATE SCALES

Weight	T/U	V	W	Y
1 lb.	$37.00	$48.45	$43.20	$48.52
2 lbs.	43.55	54.85	50.10	61.07
3	50.10	61.25	57.00	73.62
4	56.65	67.65	63.90	86.17
5	63.20	74.05	70.80	98.72
6	67.25	79.35	77.30	110.52
7	71.30	84.65	83.80	122.32
8	75.35	89.95	90.30	134.12
9	79.40	95.25	96.80	145.92
10	83.45	100.55	103.30	157.72
11	86.85	104.45	108.50	165.55
12	90.25	108.35	113.70	173.38
13	93.65	112.25	118.90	181.21
14	97.05	116.15	124.10	189.04

Weight	T/U	V	W	Y
15	100.45	120.05	129.30	196.87
16	103.85	123.95	134.50	204.70
17	107.25	127.85	139.70	212.53
18	110.65	131.75	144.90	220.36
19	114.05	135.65	140.10	228.19
20	117.46	130.55	155.30	236.02
21	120.85	143.45	160.50	243.85
22	123.90	147.20	165.10	249.90
23	126.95	150.95	159.70	255.95
24	130.00	154.70	174.30	262.00
25	133.05	158.45	178.90	268.05
26	136.10	162.20	183.50	274.10
27	139.15	165.95	188.10	280.15
28	142.20	159.70	192.70	286.20
29	145.25	173.45	197.30	292.25
30	148.30	177.20	201.90	298.30
31	151.30	180.20	205.90	304.35
32	154.30	183.20	209.90	310.40
33	147.30	186.20	213.90	316.45
34	160.30	189.20	217.90	322.50

Weight	T/U	V	W	Y
35	153.30	192.20	221.90	328.55
36	155.30	195.20	225.90	334.60
37	159.30	198.20	229.90	340.65
38	182.30	201.20	233.90	346.70
39	175.30	204.20	237.90	352.75
40	178.30	207.20	241.90	358.80
41	179.65	208.70	244.00	365.85
42	181.00	210.20	246.10	370.90
43	182.36	211.70	248.20	376.95
44	183.70	213.20	250.30	383.00
45	185.05	214.70	252.40	389.05
46	186.80	217.70	255.40	395.10
47	188.55	220.70	258.40	401.15
48	190.30	223.70	261.40	407.20
49	192.05	226.70	264.40	413.25
50	193.80	229.70	267.40	419.30

RATE SCALES

Weight	N	O	P	R/S
51	$73.10	$123.55	$131.20	$202.30
52	74.20	125.20	132.90	205.20

Weight	N	O	P	R/S
53	75.30	126.85	123.60	208.10
54	76.40	128.50	136.30	211.00
55	77.50	130.15	138.00	213.90
56	78.60	131.80	139.70	216.90
57	79.70	133.45	141.40	219.90
58	80.80	134.85	143.10	222.90
59	81.90	136.25	144.80	225.90
60	83.00	137.65	146.40	228.90
61	84.10	139.05	148.20	231.90
62	85.20	140.45	149.90	234.90
63	86.30	141.85	151.60	237.90
64	87.40	143.26	153.30	240.90
65	88.50	144.65	155.00	243.90
66	89.60	146.05	156.70	246.90
67	90.70	147.45	158.40	249.90
68	91.80	148.85	160.10	252.90
69	92.90	150.25	161.80	255.90
70	94.00	151.65	163.50	258.90
71	95.10	153.05	15.15	261.90
72	96.20	154.45	166.80	264.90

Weight	N	O	P	R/S
73	97.30	155.85	168.45	267.90
74	98.40	157.25	170.10	270.90
75	99.50	158.65	171.75	273.90
76	100.60	160.05	173.40	276.90
77	101.70	161.45	175.05	279.90
78	102.80	162.85	176.70	282.90
79	103.90	164.25	178.35	285.90
80	105.00	165.65	180.00	288.90
81	106.10	167.05	141.65	291.90
82	107.20	168.45	183.30	294.90
83	104.30	169.85	184.95	297.90
84	109.40	171.25	186.60	300.90
85	110.50	172.65	188.25	303.90
86	111.60	174.05	189.90	306.65
87	112.70	185.45	191.55	309.40
88	113.80	186.85	193.20	312.15
89	114.90	178.25	194.85	314.90
90	116.00	179.65	196.50	317.65
91	117.10	181.05	198.15	320.40
92	118.20	182.45	199.80	323.15

Weight	N	O	P	R/S
93	119.30	183.85	200.00	325.90
94	120.40	185.00	200.00	328.65
95	121.50	185.00	200.00	331.40
96	122.60	185.00	200.00	334.15
97	123.70	185.00	200.00	336.90
98	124.80	185.00	200.00	339.65
99	125.00	185.00	200.00	342.40

RATE SCALES

Weight	T/U	V	W	Y
51 lbs.	$196.00	$233.35	$271.85	$425.35
52	198.20	237.00	286.30	431.40
53	200.40	240.65	280.75	437.45
54	202.60	244.30	285.20	443.50
55	204.80	247.95	289.65	449.55
56	208.75	251.50	295.00	455.60
57	212.70	255.05	298.35	461.65
58	216.65	258.60	302.70	467.70
59	220.60	262.15	307.05	473.75
60	224.55	265.70	311.40	479.80
61	227.90	269.20	315.70	484.80

Weight	T/U	V	W	Y
62	231.25	272.70	320.00	489.80
63	234.60	276.20	324.30	494.80
64	237.95	279.70	328.60	499.80
65	241.30	283.20	332.90	504.80
66	244.65	286.70	337.20	509.80
67	248.00	290.20	341.50	514.80
68	251.35	293.70	345.80	519.80
69	254.70	297.20	350.10	524.80
70	258.05	300.70	354.40	529.80
71	260.60	304.15	358.65	534.80
72	263.15	307.60	362.90	539.80
73	265.70	311.05	367.15	544.80
74	268.25	314.50	371.40	549.80
75	270.80	317.95	375.65	554.80
76	273.35	328.30	388.40	569.80
77	275.90	324.85	384.15	564.80
78	278.45	328.30	388.40	569.80
79	281.00	331.75	392.65	574.80
80	283.55	335.20	396.90	579.80
81	286.10	338.65	401.15	584.80

Weight	T/U	V	W	Y
82	288.65	342.10	405.40	589.80
83	291.20	345.55	409.65	594.80
84	293.75	349.00	413.90	599.80
85	236.30	352.45	418.15	604.80
86	298.65	355.85	422.35	609.80
87	301.00	359.25	426.55	614.80
88	303.35	362.65	430.75	619.80
89	305.70	366.05	434.95	624.80
90	308.05	369.45	439.15	629.80
91	310.40	372.86	443.35	634.80
92	312.85	376.25	447.55	639.80
93	315.10	379.65	451.75	644.80
94	317.45	383.05	455.95	649.80
95	319.80	386.45	460.15	654.80
96	322.15	389.85	464.35	659.80
97	324.50	393.25	468.55	664.80
98	326.85	396.65	472.75	666.00
99	329.20	400.05	476.95	666.00

FEDEX INTERNATIONAL ECONOMY RATES

Hundredweight Pricing When Shipping FedEx International Economy℠

The following per-pound rates will apply if the total shipment weighs 100 lbs. or more. (Multiply by total shipment weight.)

RATE SCALES

Weight	N	O	P	R/S
100-199 lbs.	$1.25	$1.85	$2.00	$3.45
200-299 lbs.	1.25	1.60	1.75	3.45
300-499 lbs.	1.07	1.40	1.50	3.45
500-599 lbs.	0.92	1.20	1.35	3.45
1,000 + lbs.	0.85	1.17	1.30	3.45

RATE SCALES

Weight	T/U	V	W	Y
100-99 lbs.	$3.30	$4.05	$4.80	$6.66
200-299 lbs.	3.30	4.05	4.80	6.66
300-499 lbs.	3.30	4.05	4.80	6.66
500-999 lbs.	3.30	4.05	4.80	6.66
1,000 + lbs.	3.30	4.05	4.80	6.66

Special Handling Fees and Other Charges

The following charges will apply per shipment.

Courier Pickup Charge	$3
Extended Service Area Surcharge	Greater of $20 or $0.20 per lb.
Storage Fee per day for shipments unclaimed or otherwise left in a FedEx station for more than 48 hours after notification to recipient and/or designated Customs broker	Greater of $20 or $0.20 per lb.

Dangerous Goods* (available to selected destinations): Inaccessible Dangerous Goods	$40
Address Correction (see below)	$10 per correction
Billing (see below)	$10
Declared Value Charge for shipments valued over $100	$0.40 per $100
Maximum Declared Value	$50,000**

The maximum declared value for customs and carriage (the FedEx liability for any loss, damage, delay, etc.) is US$50,000 or US$9.07 per pound. For many shipments, you may declare a value for carriage of up to US$50,000, or US$9.07 per pound, whichever is greater. See the Service Conditions section for details.

** Inaccessible Dangerous Goods may only be shipped from the U.S. to Canada. Accessible Dangerous Goods are not acceptable for FedEx International Economy.*
*** Maximum declared value may vary by destination.*
***Address Correction:** If a recipient's address is found to be incomplete or incorrect (e.g., incorrect postal codes, omitted apartment numbers, and former street addresses for recipients who have relocated), or if a valid telephone/fax/telex number for the recipient is not provided on the air waybill, a special handling fee of $10 per address correction will be assessed.*
***Billing**: If a valid "bill to" account number is not provided or*

if FedEx is unable to obtain payment on any air waybill transaction billed through any of the credit cards accepted by Federal Express, a special handling fee of $10 may apply.

In the event we advance duties and taxes on any given shipment, the payor will be assessed a surcharge based on a flat rate or on a percentage of the total amount advanced.

DIMENSIONAL WEIGHT

Federal Express may assess transportation charges based on the International Air Transport Association (IATA) volumetric standard. Dimensional weight is calculated by multiplying the length by width by height of each package in inches and dividing the total by 166 (standard density in cubic inches per pound). If the dimensional weight exceeds the actual weight, charges may be assessed based on the dimensional weight. Dimensional weight applies on a per-shipment basis to all shipments in customer packaging greater than 12" x 12" x 12".

ADDITIONAL INFORMATION

Duties and Taxes and/or GST (Goods Service Tax) may be assessed on the contents. Any such charges will be billed to the recipient, unless you instruct us otherwise. U.S. export shipments require the FedEx International Air Waybill, and may require additional export documentation.

There is no FedEx Letter or FedEx Pak pricing for FedEx International Economy. The FedEx 10kg Box and FedEx 25kg Box should not be used with FedEx International Economy. The FedEx International Priority 1-lb. rate will apply for items in any packaging up to 1 lb.

FEDEX INTERNATIONAL FIRST RATES

FEDEX INTERNATIONAL FIRST PROVIDES OUTBOUND DELIVERY BY 8 A.M. FROM ANY POINT FEDEX SERVES IN THE U.S. TO SEVERAL MAJOR EUROPEAN BUSINESS CENTERS,* TYPICALLY IN 2 BUSINESS DAYS. THE SERVICE IS FOR PACKAGES AND BOXES UP TO 150 LBS., 108" IN LENGTH, AND 130" IN LENGTH AND GIRTH COMBINED. FOR FEDEX INTERNATIONAL FIRST RATES FOR SHIPMENTS INBOUND INTO THE U.S. FROM OFFSHORE MARKETS, PLEASE CALL FEDEX INTERNATIONAL CUSTOMER SERVICE AT (800)247-4747.

FedEx International First℠

Below you'll see the only destination postal codes currently available for FedEx International First, along with the corresponding rate scales. Here's all you do:

1. Find the Rate Scale for your destination in the Rate Scale Index shown here.

2. Determine how much your total shipment weighs.

3. See your door-to-door rate on the next two pages.

Shipping to:	Postal Code	Rate Scale
Belgium (Brussels)	1000 1050	D
France (Paris)	75008	D

Germany (Frankfurt)	60486 60528 60529 60549 60596 65479 65929 65933 65934	E
Italy (Milan)	20121 20122 20123	E
Switzerland (Basel)	4000-4099	H
United Kingdom (London)	W1 WC1 WC2 EC1 EC2 EC3 EC4	D

* Postal code required.

Use These Rates When Shipping FedEx International First℠

RATE SCALES

	D/E	H
FedEx Letter up to 8 oz.	$70.50	$73.50
FedEx Pak 1 lb.	79.50	85.00
Fed Ex Pak 2 lbs.	79.50	85.00
1 lb.	85.50	96.00
2 lbs.	93.00	102.85
3	100.50	109.70
4	108.00	116.55
5	115.50	123.40
6	120.00	129.00
7	124.50	134.60
8	129.00	140.20
9	133.50	145.80
10	134.00	151.40
11	141.60	155.50
12	145.20	159.60
13	148.80	163.70
14	152.40	167.80

	D/E	H
15	156.00	171.90
16	159.60	176.00
17	163.20	180.10
18	166.80	184.20
19	170.40	188.30
20	174.00	192.40
21	177.55	196.55
22	181.10	200.70
23	184.65	204.86
24	188.20	209.00
25	191.75	213.15
26	195.30	217.30
27	198.85	221.45
28	202.40	225.60
20	205.95	229.75
30	209.50	233.90
31	213.05	238.05
32	216.60	242.20
33	220.15	246.35
34	223.70	250.50

	D	E/H
35	227.25	254.65
36	230.80	258.80
37	234.35	262.95
38	237.90	267.10
39	241.45	271.25
40	245.00	275.40
41	248.55	279.55
42	252.10	283.70
43	255.65	287.85
44	259.20	292.00
45	262.75	296.15
46	266.30	300.30
47	269.85	304.45
48	273.40	308.60
49	276.95	312.75
50	280.50	316.90
51	284.05	321.05
52	287.60	325.20
53	291.15	329.35
54	294.70	333.50

	D/E	H
55	298.25	337.65
56	301.80	341.80
57	305.35	345.95
58	308.90	350.10
59	312.45	354.25
60	316.00	358.40
61	319.55	362.55
62	323.10	366.70
63	326.65	370.85
64	330.20	375.00
65	333.75	379.15
66	337.30	383.30
67	340.85	387.45
68	344.40	391.60
69	347.95	395.75
70	351.50	399.90
71	355.05	404.05
72	358.60	408.20
73	362.15	412.35
74	365.70	416.50

	D/E	H
75	369.25	420.65
76	372.80	424.80
77	376.35	428.95
78	379.90	433.10
79	383.45	437.25
80	387.00	441.40
81	390.55	445.55
82	394.10	449.70
83	397.65	453.85
84	401.20	458.00
85	404.75	462.15
86	408.30	466.30
87	411.85	470.45
88	415.40	474.60
89	418.95	478.75
90	422.50	482.90
91	426.05	487.05
92	429.60	491.20
93	433.15	495.35
94	436.70	499.50

	D	E/H
95	440.25	503.65
96	443.80	507.80
97	447.35	511.95
98	450.90	516.10
99	454.45	520.25

Hundredweight Pricing When Shipping FedEx International First[SM]

The following per-pound rates will apply if the total shipment weighs 100 lbs. or more. (Multiply by total shipment weight.)

RATE SCALES

Weight	D/E	H
100-299 lbs.	$4.60	$5.25
300-499 lbs.	4.60	5.25
500-999 lbs.	4.60	5.25
1,000-1,999 lbs.	4.60	5.25
2,000 + lbs.	4.60	5.25

Special Handling Fees and Other Charges

The following charges will apply per shipment.

Courier Pickup Charge	$3
Saturday Pickup Service	$10
Extended Service Area Surcharge	Greater of $20 or $0.20 per lb.
Address Correction (see below)	$10 per correction
Non-Account Billing (see below)	$10
Declared Value Charge for shipments valued over $100	$0.40 per $100

The maximum declared value for customs and carriage (the FedEx liability for any loss, damage, delay, etc.) is US$50,000 or US$9.07 per pound. For many shipments, you may declare a value for carriage of up to US$50,000, or US$9.07 per pound, whichever is greater. See the Service Conditions section for details.

Address Correction: *If a recipient's address is found to be incomplete or incorrect (e.g., incorrect postal codes, omitted apartment numbers, and former street addresses for recipients who have relocated), or if a valid telephone/fax/telex number for the recipient is not provided on the air waybill, a special handling fee of $10 per address correction will be assessed.* ***Billing****: If a valid "bill to" account number is not provided or if FedEx is unable to obtain payment on any air waybill*

transaction billed through any of the credit cards accepted by Federal Express, a special handling fee of $10 may apply.

In the event we advance duties and taxes on any given shipment on behalf of the payor, the payor will be assessed a surcharge based on a flat rate or on a percentage of the total amount advanced.

Dangerous goods are not acceptable for shipment via FedEx International First, except for dry ice.

SHIPMENTS WITHIN THE U.S.

Service Conditions for Shipments Between Points Within the United States

The following pages contain the Service Conditions applicable to the transportation of any package, document, letter, pallet, container **or** other item by FedEx including, but not limited to, any such items tendered by customers utilizing our FedEx automated systems, manifests, airbills, shipping software and stamps when shipping between points within the United States, including Hawaii, Alaska and Puerto Rico. See our "FedEx International Express Service Conditions" following this section when shipping to international points.

If there is a conflict between these Service Conditions and the terms and conditions on any FedEx airbill, manifest, stamp, shipping label or other transit documentation, the Service Conditions in this Service Guide will control. This Guide supersedes all previous Service Guides and other prior statements concerning the rates and conditions of FedEx service to which it applies. FedEx reserves the right, and only by authorization of its Senior Vice President of Marketing and Corporate Communications or successor positions, unilaterally, and from time to time, in writing, to modify, amend or supplement the rates, features of service and Service Conditions in this Service Guide applicable to all customers without notice, but **no** other agent or employee of FedEx, nor any other person or party, is authorized to do so. This restriction in modification does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation Agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation Agreement and these Service Conditions, the FedEx Sales or FedEx Customer Automation Agreement

controls. Contact the Senior Vice President of Marketing for copies of any such modifications, amendments or supplements.

Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between this Guide and other written or oral statements concerning the rates, features of service and service conditions applicable to FedEx service will be controlled by this Guide, as modified, amended or supplemented by FedEx from time to time. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

We also publish a FedEx Quick Rate Guide that describes the transportation charges and surcharges and accessorial fees and charges for our services throughout the United States and to international locations. The FedEx Quick Rate Guide, as amended solely by us from time to time, is incorporated into these Service Conditions by reference. Copies of the FedEx Quick Rate Guide are available upon request and may be inspected at our offices. The information contained in the FedEx Quick Rate Guide is subject to change without notice.

We publish a FedEx Worldwide Directory that defines our service areas and delivery commitments for our various services throughout the United States and in international locations. The FedEx Worldwide Directory, as amended solely by us from time to time, is incorporated into these Service Conditions by reference. Copies of the FedEx Worldwide Directory are available upon request and may be inspected at our offices. The information contained in the FedEx Worldwide Directory is subject to change without notice. For the most current information regarding areas

served and delivery commitments, contact Customer Service at 1.800.Go.FedEx (800-463-3339).

As used here, the term "airbill" means any shipping document, manifest, label, stamp, electronic entry or similar item used in the FedEx System; the term "package" means any single parcel or piece tendered for shipment, unless otherwise stated. The term "shipment" means one or more packages moving on one airbill number. The term "valid" as it relates to account numbers means a valid FedEx Account Number that has been issued by FedEx and is in good credit standing at the time of package tender. The term "in good credit standing" means a valid FedEx account that is billed directly to a credit card; or for commercial or business accounts, means the balance does not exceed the credit limit established by FedEx and is current. The terms "we," "our, us" and "FedEx" refer to Federal Express Corporation and its contractors, employees and agents (but not including cartage agents who shall be considered independent contractors) and to our subsidiaries and their employees and agents. The terms "you" and "your" include the shipper/sender, recipient/consignee and their agents, servants and employees and any other person or entity having or claiming an interest in a shipment.

The terms "sender" or "shipper" mean the person with whom the shipment originates, whose name is listed on the airbill as the sender. The terms "recipient" and "consignee" mean the person to whom the shipment is being sent, whose name is listed on the air-bill as the recipient.

The terms "Guide" and "Service Guide" mean this Guide, as modified, amended or supplemented by FedEx from time to time. The term "transportation charges" means amounts assessed for the air and surface movement of a shipment and

does not include any other fees or charges which may be assessed under this Guide, such as (but not limited to) Declared Value charges, Billing Special Handling Fees, Customs duties and taxes, however levied or applied, and C.O.D. charges. The term "U.S. Domestic Freight Services" means FedEx Overnight Freight, FedEx 2Day Freight and FedEx Express Saver Freight unless the context requires otherwise. The term "residential delivery" is a delivery to a home or private residence, including locations where a business is operated from the home.

ACCOUNT NUMBERS

For transactions other than "Bill Sender, Bill Recipient" or "Bill Third Party," cash (not accepted at all FedEx locations), check, money order or credit card payment is given at time of package tender to us. For "Bill Sender" transactions, packages will not be accepted unless a valid FedEx Account Number is given at time of package tender. For "Bill Third Party" transactions, packages will not be accepted unless a valid FedEx Account Number is given at time of package tender to us. For "Bill Recipient" transactions, package can be accepted without an account number, cash, check, money order or credit card, but in order for the package to be delivered, the recipient must give a valid FedEx Account Number or pay with cash, check, money order or credit card at time of delivery. If payment for the package is refused, the sender will be responsible for all transportation charges and the package will be processed as an undeliverable shipment. (See "Undeliverable Packages.")

For customers utilizing our automated systems, a FedEx Account Number is required for "Bill Sender," "Bill Recent" or "Bill Third Party" transactions at the time of shipment.

Account numbers are issued by shipping location and are nontransferable. Misuse may result in a loss of all discounts and/or discontinuance of service. International account numbers may not be used for billing of shipments between two points within the United States. Discounts applicable to an account number of a business are not available to employees of the business utilizing cash, check or credit card for payment.

All requests for account numbers are subject to credit investigation and verification by our Credit Department and/or Customer Service Account Confirmation Department. We will establish a credit account for businesses only, and an account may be refused or terminated if business status cannot be confirmed. We do not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card.

The party to whom a FedEx Account Number is issued is liable for all charges to the account. The account holder is responsible for the safekeeping of the account number and should release the number only to those authorized to ship on the account. The account holder bears the risk of all unauthorized use of the account holder's FedEx Account Number.

Failure to keep your FedEx account current (all invoices paid within 15 days from invoice date) will result in your account being placed on a "cash only" status. Utilization of an account on "cash only" status may result in package delay or rejection until arrangements for payment are completed. If the account number to be billed is not in good credit standing, the package may be delayed by FedEx until an alternate form of payment is secured. If a package is held because the account

is not in good credit standing, the Money-Back Guarantee will not apply.

An account "in good credit standing" is a valid FedEx account that is billed directly to a credit card or, for commercial or business accounts, the balance must not exceed the credit limit extended by FedEx, and is current.

A FedEx Account Number is required in order to receive preprinted FedEx airbilts and Express Manifests. Your FedEx account must be used to obtain your discount, if any. Your use of the account number constitutes your agreement that all packages shipped on your account shall be subject to the Service Conditions, as amended.

To set up a new account with FedEx, commercial accounts must have a current business listing with telephone directory assistance.

FedEx may provide trade credit information on FedEx account holders to credit bureaus.

ADDRESS CORRECTION

A. If a recipient's address on an airbill or a shipping label is found to be incomplete or incorrect, we may attempt to find the correct address and try to complete the delivery, but we assume no responsibility for our inability to complete delivery under such circumstances.

Use of P.O. box numbers, P.O. box ZIP codes or incorrect ZIP codes, omission of suite numbers, apartment numbers, or the use of old street addresses for recipients who have relocated are examples of addresses requiring corrections.

If the correct address cannot be determined and the recipient cannot be reached, we may attempt to contact the shipper for instructions on further handling, or to arrange the return of the shipment. We will not be liable for failing to meet our delivery commitment for any shipment with an incomplete or incorrect address. (See "Undeliverable Packages.") If the recipient phone number is omitted for a Rural Delivery (RD) address or a Star Route Assignment (SRA) address in Alaska, FedEx may attempt to find the correct address and try to complete the delivery, but we assume no responsibility for our inability to complete delivery under such circumstances.

A special handling fee of $10 per address correction will be assessed for nonfreight shipments and a special handling fee of $32 per address correction will be assessed for U.S. Domestic Freight Services shipments.

B. Reroute of Shipment

1. A $10 special handling fee will be billed to the account number specified on the FedEx airbill for each rerouted package, and it will appear as an address correction on the invoice. This will not apply when a package intended for delivery is changed to Hold at FedEx Location.

2. To reroute a shipment, the sender must call 1.800.Go.FedEx and provide us with the FedEx tracking number.

3. If a recipient calls to reroute a shipment, they must provide us with the applicable FedEx tracking number.

4. If the sender calls to reroute a shipment, sender must provide us with the new destination address for the package, including a valid contact telephone number for the recipient.

5. Reroutes can include a different address in the same city, or a different address in another city or state, or changing a hold-at-location instruction to a request for courier delivery or vice versa.

6. We will attempt to honor the new delivery request, but our verification and handling procedures may result in delays. Our Money-Back Guarantees do not apply to shipments that are rerouted.

7. Only one reroute will be allowed per package.

8. There is no extra charge when the sender authorizes us to have a package held at a FedEx location for pickup instead of the package being delivered by a courier. We may require photo identification of the person authorized to pick up the package.

BILLING

A. "Bill Sender" means charges will be billed to the sender. The sender's FedEx Account Number must appear on the airbill, and payment on the account should be current. The sender may request an initial rebilling to another party, but all subsequent rebills will be only to the sender.

B. "Bill Recipient's FedEx Account Number" means charges will be billed to the recipient. (This should not be confused with C.O.D. Service.) In order to choose this billing option, the recipient's FedEx Account Number must appear on the airbill before it is delivered and payment on the

account must be current, or the recipient must pay for the package at time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling must be to the sender's account. (See Section K, "Billing Special Handling Fees.") The sender is liable for, and will be billed for, all charges and fees, plus all special handling fees in the event recipient or any third party does not pay.

C. "Bill Third Party's FedEx Account Number" means charges will be billed to someone other than the sender or recipient. Charges for shipments within the U.S. may only be billed to a third-party payor in the U.S. In order to choose this billing option, the FedEx Account Number of the third party must appear on the airbill at the time it is tendered, and payment on the account must be current. If the third party is billed initially and refuses to make payment for the shipment, the charges may be rebilled to another party but subsequent requests will only be rebilled to the sender. (See Section K, "Billing Special Handling Fees.") If the party which is rebilled refuses to pay, the sender is liable for and will be billed for all charges and fees, plus all special handling fees. If due to the charges the third-party account exceeds credit limits with FedEx, the sender wilt automatically be billed.

D. For "Bill Recipient" or "Bill Third Party" transactions, if the recipient or third party refuses to pay the charges, refuses delivery or cannot be contacted, the sender is responsible and will be billed for any and all charges. For "Bill Recipient" or "Bill Third Party" transactions, we may verify the method of payment, and reserve the right to not accept any "Bill Recipient" or "Bill Third Party" shipment for which such verification cannot be established.

E. Your shipment may be delayed if we determine that it is billed to a FedEx Account Number that is not in good credit standing. The service failure money-back guarantee will not apply (see "Money-Back Guarantee" for details and limitations).

F. C.O.D. shipments may not be shipped "Bill Recipient" or "Bill Third Party." Shipping charges for C.O.D. shipments must be billed to sender's FedEx Account Number; they may not be paid by cash, check or credit card.

G. FedEx SameDay service shipments may be shipped "Bill Sender, Bill Recipient" or "Bill Third Party." (All charges may be verified.) All normal FedEx billing restrictions and requirements associated with the above-mentioned billing options apply.

H. For packages tendered for transportation with a FedEx prepaid Stamp, FedEx reserves the right to bill the customer at a later date for packages that are overweight or require special handling. There will be no invoice or monthly sales reports provided for prepaid Stamp shipments.

FedEx Stamps are nonrefundable and nontransferable. No refund will be provided for FedEx Stamps which are destroyed, lost or otherwise unused.

I. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR ALL CHARGES AND FEES.

J. A $20 special handling fee will be applied for any check or electronic funds transfer that is dishonored due to

insufficient funds on deposit or incorrect or insufficient signature of the drawer.

K. Billing special handling fees

A $10 special handling fee will be applied in the following situations:

1. Invoicing where no account number appears on the airbill or Express Manifest on "Bill Sender" transactions.

   If a "Bill Sender" package is received without a FedEx Account Number, we will try to determine the correct account number from our records and bill the account number for all charges and fees, plus the $10 special handling fee. If we cannot determine the correct account number from our records, the transportation charges plus the $10 special handling fee will be billed to the sender without an account number, and no discount will be allowed.

   The $10 special handling fee will be applied only once for each airbill or Express Manifest document without an account number.

2. Invoicing where an incomplete, inaccurate, invalid or deleted account number appears on the shipping document.

   (a) For "Bill Sender" transactions, if the account number on the shipping document is incomplete, inaccurate, invalid or deleted and we are able to determine the correct number from our records, all charges and fees, plus the $10 special handling

fee, will be billed to the sender, and any appropriate earned discount will apply. If the correct account number cannot be determined from our records, all charges and fees plus the $10 special handling fee will be billed to the sender and no discount will be allowed.

(b) For "Bill Third Party" transactions, if the third party account number on the shipping document is incomplete, inaccurate, invalid or deleted, all charges and fees, plus the $10 special handling fee, will be billed to the sender. If we can determine the sender's correct account number from our records, it will be used for billing, and any appropriate earned discount will apply. If billed to sender and sender's correct account number cannot be determined from our records, no discount will be allowed.

(c) The fee for an incomplete, inaccurate, invalid or deleted account number will be applied only once for each shipping document with such an account number.

3. Payor rebilling

A $10 special handling fee will be charged for all requests to change a billing from the party billed or the "bill to" party shown on the shipping document to the sender. If there are multiple requests, the fee may be applied for each invoice line item (airbill, Express Manifest line item or FedEx automated shipping system package) which is rebilled.

Requests for rebilling will be accepted up to 60 days from the invoice date, not counting the invoice date. Rebill requests will be accepted only for unpaid shipments. Remittance should be sent to:

(Via FedEx Letter:)
FedEx Corporation
2650 Thousand
Oaks Blvd.,
Suite 3100
Memphis, TN 38118

(Via U.S. Postal Service:)
FedEx Corporation
E O. Box 1140
Memphis, TN 38101-1140

For information regarding Electronic Payment Option (EDI), call:
(800)622-1147, ext. 397-3466.

Or write to:

(Via FedEx Letter:)
FedEx Corporation
EDI Support Group
3965 Airways Blvd.,
Module G-3
Memphis, TN 38116

(Via U.S. Postal Service:)
FedEx Corporation
EDI Support Group
P.O. Box 727, Dept. 4741
Memphis, TN 38194

M. Invoice Adjustments/Overcharges

1. We reserve the right to audit airbills and shipments made via an automated device to verify service selection and package or shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the invoice at any time.

2. Default billing: Senders are responsible for accurately completing all sections of the airbill and for the entry

of accurate shipment information in any automated device. Because the number of packages and weight per package are critical to our ability to correctly invoice, any omission or incorrect entry or unavailable information will result in a billing based on our best estimate of the number of packages transported and either the standard dimensional factor at the time of billing or a standard "default" weight-per-package estimate, determined at our sole discretion.

3. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request under the Money-Back Guarantee Policy or otherwise. Such requests must be noted on the Invoice Summary or Invoice Remittance in writing or by attached letter indicating the nature of the request and reason for partial payment and all required information.

   At the time you notify us, you must provide the FedEx Account Number, if any, the airbill or package tracking number, the date of shipment, and the recipient's name, address, ZIP code and any applicable non-payment codes. A credit under our Money-Back Guarantee Policy will be applied only against charges for the shipment giving rise to the credit.

4. "Overcharge" means a charge based on an incorrect rate or an incorrect special handling fee; or billing for the wrong type of service or billing based on incorrect package or shipment weight or account number. Requests for invoice adjustment due to an overcharge, or request for refunds due to a duplicate payment, must be received within one year after the date of

shipment if the overcharge was caused by us. Requests to adjust for overcharges and requests for refunds must be received within 60 days after the original invoice date when you have caused the error. For adjustment due to a service failure or failure to provide timely package status, see Money-Back Guarantee Policy. If you choose to send your invoice adjustment request separately from your remittance statement, please send to:

(Via FedEx Letter:)
FedEx Corporation
Customer Account Services
3965 Airways Blvd.,
Module G
Memphis, TN 38116

(Via U.S. Postal Service:)
FedEx Corporation
Customer Account Services
P.O. Box 727, Dept. 4741
Memphis, TN 38194

(Via FedEx Toll-Free Fax Service:)
(800)548-3020

For additional information or assistance regarding billing issues, contact Customer Account Services at (800)622-1147, 7 a.m.-6 p.m. (CT), Monday-Friday.

N. Additional Taxes. If a federal value-added, consumption or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipment charges. A federal excise tax, if any, is paid by us when required by the Internal Revenue Code on the air transportation portion of this service.

O. If we are unable to obtain payment on any transaction billed to a credit card accepted by us, we will invoice you and you agree to pay a ten dollar ($10) billing fee.

P. The shipper is responsible for all reasonable costs incurred by FedEx in attempting to obtain payment on any transaction. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

BUSINESS DAYS/CARRIER HOLIDAYS

A. "Business day" means Monday through Friday except for the following holidays in the United States and Puerto Rico:

Memorial Day	New Year's Day
Independence Day	Good Friday (Puerto Rico)
Labor Day	Three Kings Day (Puerto Rico)
Thanksgiving	Constitution Day (Puerto Rico)
Christmas Day	

Deliveries normally scheduled to be made on a day of holiday observance will be rescheduled for delivery on the following business day. Observance of local holidays (i.e., Mardi Gras, St. Patrick's Day) may cause delivery delays.

B. Business days for FedEx SameDay are 24 hours a day, 365 days a year. While packages are accepted for transportation 365 days a year, observance of national or local holidays may cause delivery delays, and additional charges will apply to weekend and holiday pickups and deliveries.

CARTAGE AGENTS

Pickup and Delivery Service to Points Outside our Primary Service Area (see FedEx Worldwide Directory):

A. We provide pickup and delivery service to points within our primary service areas.

B. Delivery service outside our primary service areas may be provided through cartage agents. [For more information, call Customer Service at 1.800.Go.FedEx (800-463-3339).] Saturday delivery outside our primary service areas is not available for FedEx First Overnight, FedEx Standard Overnight and U.S. Domestic Freight Services shipments.

C. Our primary service areas, service schedules and delivery commitment times are listed in the FedEx Worldwide Directory published separately from but incorporated in this Service Guide. The FedEx Worldwide Directory can also be accessed via our Web site on the Internet (www.fedex.com).

U.S. Domestic Freight Service shipments originating from or destined to points outside our primary service areas may be picked up or delivered via cartage agents. Unless otherwise instructed, FedEx will make pickup or delivery (or both) arrangements with cartage agents. U.S. Domestic Freight Service shipments picked up or delivered in H3 delivery areas will be assessed an H3 delivery special handling fee of $50. However, if you elect to make arrangements for pickup or delivery directly with a cartage agent, you are responsible for all charges and fees assessed by the cartage agent.

For U.S. Domestic Freight Service shipments, our delivery commitment time and Money-Back Guarantee will apply only to the portion of the move handled directly by us. (See Money-Back Guarantee Policy.) The delivery commitment time begins when a shipment is tendered to us by the cartage agent. The delivery commitment time ends when a shipment is available for pickup by the cartage agent. We are not responsible for service failures as a result of cartage agent pickups or deliveries.

D. Dangerous goods packages destined for areas outside our primary service areas will be accepted only when advance arrangements have been made with our destination station. Division 1.3 explosives are accepted for transportation on an airport-to-airport basis to and from designated airports only. Call 1.800.Go.FedEx and ask for the Dangerous Goods Hotline prior to shipment for current information on approved airport locations.

E. C.O.D. shipments will not be delivered or accepted in areas outside our primary service areas.

F. When you elect to have a cartage agent pick up or deliver a shipment to one of our facilities, you are responsible for all the charges of the cartage agent. The invoice you receive from us will reflect our charges and fees only.

G. Our tender of a shipment to a cartage agent for delivery to a point outside our primary service areas constitutes delivery of the shipment by us for all purposes.

CLAIMS

A. We must receive written notice of claim due to damage, delay, or shortage, including perishable and spoilage damage claims due to late or delayed delivery or failure to properly collect or deliver a C.O.D. payment instrument, within 15 days after delivery of the shipment. (See Money-Back Guarantee Policy for the time period to request a refund or credit of transportation charges due to untimely delivery.)

B. We must receive written notice of all other claims, including, but not limited to, nondelivery or misdelivery within 90 days after we accept the shipment.

C. A claim may be reported to Customer Service by telephone, but written notice must still be given within the time limits stated above.

D. Written documentation of all claims must be delivered to us within 90 days after we receive written notice in accordance with paragraphs (A) or (B) above. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, copies of airbills or other records. These documents must be verifiable to our satisfaction. We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance.

E. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.

F. Except as provided in the paragraph below, receipt of the shipment by the recipient without written notice of damage on the delivery manifest is prima facie evidence that the shipment was delivered in good condition. As a condition to our considering any claim, the original shipping cartons, packing and contents must be made available for our inspection.

G. In the case of a claim for concealed damage which is not discovered at the time of delivery, the sender or recipient must notify us in writing as promptly as possible after the discovery of the damage, and in any event not later than 15 days after the date of delivery. In any event, the original shipping cartons, packing and contents must be made available for our inspection.

H. FedEx does not consider shockwatch, tiltmeter or temperature meter gauge results in evaluating damage claims.

I. The right to damages against us under any cause of action arising from the transportation of packages pursuant to this Guide shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

J. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS MAY RESULT IN THE DENIAL OF A CLAIM.

K. Only one claim can be filed in connection with a shipment. Payment of a claim shall extinguish any right to recover in connection with a shipment.

L. Written claims must be sent to:

Cargo Claims Department
FedEx Corporation
P.O. Box 727, Dept. 2132
Memphis, TN 38194

COLLECT ON DELIVERY (C.O.D.) SERVICE

We offer Collect On Delivery Service consisting of carriage of goods to the recipient, collection of the payment instrument issued by or on behalf of the recipient and made payable to the shipper and delivery of the payment instrument to the shipper of the goods. We do not offer a cash-on-delivery service. The shipper of the goods via C.O.D. Service is responsible for specifying on the C.O.D. Airbill or in the appropriate field of the FedEx automated shipping system the amount of the check or money order to be collected (the C.O.D. Amount). In collecting the C.O.D. Amount, we will

accept a cashier's check, money order, certified check, company check or personal check.

If the shipper specifies secured payment on the C.O.D. Airbill, payment by either cashier's check or money order only will be accepted. CASH, TRAVELER'S CHECKS, CREDIT CARDS AND COUNTER CHECKS WILL NOT BE ACCEPTED IN PAYMENT OF ANY C.O.D. AMOUNT. C.O.D. charges must be charged to Bill Sender's valid FedEx Account Number. Performance of the C.O.D. Service will not constitute us as the shipper's agent for any purpose, including, but not limited to, completion of the sale of the goods by the shipper to the recipient. If the recipient cannot be located or fails or refuses for any reason to pay the C.O.D. Amount via the requested instrument, the shipment will be returned to the shipper and no refund or credit for transportation or the C.O.D. charge of $5 per package will be available under our Money-Back Guarantee Policy. Any such shipment which the shipper refuses to accept upon return by us may be stored or disposed of at the shipper's sole risk and expense, and any costs of storage and disposal of such goods may be charged to the shipper's account and shall be recoverable by us. Checks (including cashier's, certified, business and personal checks) and money orders for the C.O.D. Amount will be collected at the shipper's sole risk, including, but not limited to, all risk of nonpayment, fraud and forgery, and we will not be liable upon any such instrument.

The following restrictions apply to C.O.D. Service:

A. C.O.D. Service is not available with FedEx SameDay.

B. C.O.D. Service is not available for shipments tendered for transportation via FedEx First Overnight.

C. C.O.D. Service is not available to and from Puerto Rico or to and from other international locations.

D. C.O.D. shipments must be shipped on a FedEx C.O.D. Airbill or through the FedEx automated shipping system configured for C.O.D. Service. For C.O.D. shipments made using an automated shipping device, the shipper is responsible for entering the C.O.D. Amount and all other necessary information, and we will not be liable for errors made in the entry of such information. FedEx Stamps may not be used for C.O.D. Service.

E. A C.O.D. special handling fee of $5 per package will apply for those shipments receiving per-package rating and $5 per shipment will apply for shipments receiving hundredweight, freight and shipment pricing.

F. C.O.D. shipments must be shipped "Bill Sender" and may not be shipped "Bill Recipient" or "Bill Third Party." Shipping charges for C.O.D. shipments must be billed to sender's FedEx Account Number; they may not be paid by cash, check or credit card.

G. All C.O.D. shipments must be tendered to FedEx on a valid FedEx Account Number in good credit standing.

H. CASH, TRAVELER'S CHECKS, CREDIT CARDS AND COUNTER CHECKS WILL NOT BE ACCEPTED IN PAYMENT OF THE C.O.D. AMOUNT.

I. Dangerous goods may not be shipped via C.O.D. Service using the C.O.D. Airbill. Dangerous goods may be shipped via C.O.D. Service using the FedEx automated shipping system. (May not apply to all FedEx PowerShip customers.)

J. The maximum C.O.D. Amount is $9,999,999.99 per shipment. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. (See "Declared Value and Limits of Liability.")

K. The Service Conditions under "Declared Value and Limits of Liability" are applicable to all C.O.D. shipments and are to be read together with this section. The maximum declared value for a C.O.D. shipment (consisting of carriage of the goods and of the C.O.D. Amount) is $500 per package for FedEx Letter and FedEx Pak; $500 per package for shipments containing items of extraordinary value (e.g., jewelry, gems, watches, furs, precious metals, stocks and bonds, etc.); and $50,000 per package for other shipments. However, if no value is declared on the C.O.D. Airbill, the declared value and our maximum liability will be the lesser of the C.O.D. Amount or $100.

The original carriage of goods to the recipient, collection of payment instrument and delivery of the payment instrument to the shipper are considered a single transaction and are subject to the Declared Value and Limits of Liability section of this Guide.

Our liability for loss, damage, delay, misdelivery, misinformation, nondelivery, failure to collect the C.O.D. Amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount, failure to deliver the collected instrument to the shipper or delay in delivery to the shipper will be limited to the declared value indicated by the shipper, subject to the limitations of, and restrictions on, such values referenced in this Service Guide. If no value is declared, our maximum liability will be the lesser of the C.O.D. Amount or $100.

EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS, SUBJECT TO THE OTHER LIMITATIONS FOUND IN THIS SERVICE GUIDE.

L. If the shipper sends more than one package on a single C.O.D. Airbill, the total declared value for all of the packages must be written in the appropriate airbill section. In such cases our maximum liability will be limited to the total value declared (subject in every event to the maximum declared value limits and other limitations referenced above and under "Declared Value and Limits of Liability").

M. The delivery commitment for the C.O.D. payment instrument collected upon delivery is the same as the delivery commitment for the service by which it is forwarded to the shipper with an additional 90 minutes (e.g., where the FedEx Priority Overnight delivery commitment is 10:30 a.m., you would add 90 minutes to this commitment). (See FedEx Worldwide Directory.) The C.O.D. Amount will be promptly forwarded to the shipper via FedEx Standard Overnight where available, and otherwise via FedEx 2Day. The payment instrument must be returned to the shipper's address for that account number.

N. Our Money-Back Guarantee Policy applies to transportation charges and to the additional charge for C.O.D. Service. (See Money-Back Guarantee Policy.)

O. If a C.O.D. sender's shipments have a refusal rate of 20% or greater, or a C.O.D. sender requests changes to the C.O.D. amount for 10% or more of the C.O.D. shipments tendered, FedEx will revoke the discounts applicable to the

sender's account, possibly including discounts for all non-C.O.D, shipments, and impose a C.O.D. special handling fee of $30 per shipment. This charge is applicable regardless of what form of payment is used.

A C.O.D. sender will be notified, in writing, by the FedEx Credit Department if the sender's shipments fall within this classification.

P. Indirect delivery, signature release or controlled deliveries are not offered for C.O.D. shipments.

We may require you to obtain preapproval to ship via C.O.D. Service and to sign a supplemental agreement.

Q. C.O.D. Service for FedEx Express Saver Freight is not available in H3 service areas.

R. If a C.O.D. shipment is refused by recipient, FedEx will return the shipment to sender. Additional delivery attempts will not be made.

CONSUMABLES AND FOODSTUFFS

Consumables and foodstuffs will be accepted on any of our operating days. Consumables and foodstuffs may be shipped via FedEx SameDay, FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day or U.S. Domestic Freight Services, and must be prominently and legibly marked. (We recommend that any perishable items be shipped via FedEx Priority Overnight or FedEx Overnight Freight.) The sender is responsible for complying with all applicable federal (including, but not limited to, the U.S. Department of Agriculture) and state regulations and laws governing the shipments. We do not offer refrigeration service.

CREDIT TERMS

The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in your account being placed on a "cash only" status. This status may impair your ability to use our service, your shipments may be delayed, and it may have an effect on your discount program.

IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL ALTERNATE PAYMENT IS ARRANGED. IF PACKAGES ARE HELD BECAUSE THE ACCOUNT IS NOT IN GOOD CREDIT STANDING, THE MONEY-BACK GUARANTEE WILL NOT APPLY.

1. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration.

2. Customers requesting removal from cash-'only status must contact the Revenue Recovery Department at (901)360-7400 or (800)506-7580.

3. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid. In the event prompt payment is not made and your account is placed on "cash only" status, you agree to be liable for all reasonable costs which include, but are not limited to, attorneys' fees, collection

agency fees, interest and court costs. We do not provide consumer credit privileges.

To obtain credit privileges, customers may be required to agree to bank draft arrangements for payment on account.

Refunds for overpayments of transportation charges will not be issued when your FedEx account is more than 60 days past due. Amounts overpaid will be applied against any invoices more than 60 days past due.

DANGEROUS GOODS

A. All packages containing dangerous goods must be limited to the materials and quantities authorized for air transportation according to the current edition of the International Air Transport Association ("IATA") Dangerous Goods Regulations, except as noted in paragraph (D) below. Each shipment must be accompanied by a minimum of two copies of a properly executed Shipper's Declaration for Dangerous Goods, when required in accordance with the regulations. A 24-hour emergency response telephone number must be included on all Shipper's Declarations, excluding magnetized materials.

Sender must provide all information required and complete all boxes pertaining to Dangerous Goods on the FedEx airbill. Dangerous Goods must be shipped in packaging of adequate size to affix all required marking, labels and documentation. Dangerous Goods cannot be shipped on an Express Manifest.

Accessible Dangerous Goods shipments may only be shipped using FedEx Priority Overnight and FedEx Overnight

Freight and will be assessed an Accessible Dangerous Goods special handling fee of $35. Inaccessible Dangerous Goods shipments may be shipped using FedEx Priority Overnight, FedEx Overnight Freight, FedEx Standard Overnight, FedEx 2Day, FedEx 2Day Freight and FedEx Express Saver and will be assessed a $10 special handling fee. The shipper should contact Customer Service (1.800.Go.FedEx) if they need assistance in determining whether their dangerous goods are accessible or inaccessible.

Dangerous Goods Service is not available for FedEx SameDay or when using FedEx Stamps. Except for dry ice, Dangerous Goods are not acceptable for transportation via FedEx First Overnight.

B. Dangerous goods may not be shipped in any FedEx packaging.

C. Dangerous goods shipments are not accepted at every FedEx location. For specific locations, call Customer Service at 1.800.Go.FedEx (800-463-3339) or see the FedEx Worldwide Directory. Dangerous goods shipments are not accepted at FedEx Drop Boxes or Mini-Centers.

D. The following dangerous goods may be shipped in accordance with the current edition of Title 49 Code of Federal Regulations:

1. poisons in exemption packaging
2. ORM-D
3. small quantities under section 49 CFR 173.4

E. Poison shipments will be accepted on any of our operating days. Packages containing poisons in packing groups I and II are required by law to bear "Poison" labels

and are acceptable only when packaged in U.S. Department of Transportation exemption packaging.

F. Dry ice shipments prepared in accordance with IATA regulations do not require a Shipper's Declaration. However, the dry ice box and the dry ice information must be entered under special handling fees on the airbill. Where dry ice is tendered as a refrigerant with dangerous goods that require a declaration, the "Dangerous Goods" block and the dry ice block on the airbill should be checked, and the dry ice information must be entered under special handling fees on the airbill. All dry ice shipments require package marking and labeling. Prior to shipment, call **1.800.Go.FedEx (800-463-3339)** and ask for the Dangerous Goods Hotline for assistance

G. Common Fireworks (Division 1.4 explosives) will be accepted only with prior written approval from FedEx. A preapproved shipper is responsible for ensuring the recipient complies with all applicable federal, state and local laws, regulations, ordinances and rules. A preapproved shipper is also responsible for complying with all packing requirements and appropriate marking and labeling of the pack-age as well as compliance with applicable federal, state and local laws, regulations, ordinances and rules.

H. Division 1.3 explosives are acceptable on an airport-to-airport basis to and from designated airports only. Call 1.800.Go.FedEx (800-463-3339) and ask for the Dangerous Goods Hotline prior to shipment for current information on approved airport locations.

I. Blood, urine, fluids and other non-infectious liquid diagnostic specimens will be accepted only when shipped in s watertight primary receptacle and watertight secondary packagirg. An absorbent material must be placed between the

primary receotacle and the secondary packaging. If multiple primary receptacles are placed in secondary packaging, they must be wrapped individually to ensure that contact between them is prevented. The absorbent material, such as cotton wool, must be sufficient to absorb the entire contents of all primary receptacles. It is the responsibility of the sender to ensure that adequate absorbent material is used. Sturdy outside packaging constructed of corrugated fiberboard, wood, metal or rigid plastic must be used. This outside packaging may be no smaller than 7" in length, 4" in width and 2" in depth to accommodate the FedEx airbill. When outside packaging is less than the minimum dimensions, the approved smaller outside container must be placed inside a Diagnostic Specimen Envelope provided by FedEx, or sturdy outside packaging of sufficient size to accommodate the FedEx airbill.

Outside packaging that is used to protect the primary receptacle and watertight secondary packaging must never consist of a FedEx Pak, FedEx Letter, FedEx Box, FedEx Tube, FedEx 10kg Box, FedEx 25kg Box, Styrofoam™, plastic bags or paper envelopes. We will refuse to accept packages not meeting these requirements.

Shippers must also comply with all applicable local, state and federal laws governing packing, marking and labeling of shipments of blood and blood products. Blood, urine and diagnostic specimen shipments should not be deposited in a FedEx Drop Box. For additional information or assistance concerning these shipments, call 1.800.Go.FedEx (800-463-3339) and ask for the Dangerous Goods Hotline.

J. Any concentration of solid or liquid Polychlorinated Biphenyls (PCBs), or environmental samples suspected of containing PCBs, will be accepted by FedEx only if prepared

in accordance with IATA packing instruction 907. In addition to restricting shipments to this packing instruction, FedEx requires that PCB shipments utilize combination packaging consisting of inner metal containers (IP3 or IP3A) inside an outer metal (1A2) drum. Absorbent material must be sufficient to fill all available space.

K. Hazardous Waste will not be accepted for carriage.

L. The following Class 8 corrosives will not be accepted for carriage:

1. UN 2031 Nitric acid, over 40% concentration

2. UN 1796 Nitrating acid mixtures, over 40% concentration

3. UN 1826 Nitrating acid mixtures, spent over 40% in original solution

4. UN 1873 Perchloric acid, over 50% concentration

5. UN 2809 Mercury

M. Highway Route Controlled Quantity, or Fissile Class III radioactive materials will not be accepted for carriage without advance arrangements. For additional information or approval for these shipments, call 1.800.Go.FedEx and ask for the Dangerous Goods Hotline.

N. Labelled (White I, Yellow II, III) Plutonium will not be accepted for carriage.

O. A special handling fee of $35 for Accessible Dangerous Goods and a $10 fee for Inaccessible Dangerous

Goods will be assessed for each dangerous goods package where per-package pricing applies and/or per-shipment when Hundredweight Pricing applies (see special handling fees on p. 54 of this Guide).

P. If a shipment containing dangerous goods is refused by the recipient, leaks or is damaged, the shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

Q. Any package/shipment with a foul odor or any package that is wet or leaking will not be accepted for carriage. If a dangerous goods shipment damages or contaminates any property, FedEx has the right to recover from the shipper any and all costs, fees and expenses incurred in connection with such damages or contamination.

R. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at our location where they cannot be accepted in accordance with applicable law.

S. The United States Department of Transportation (DOT) regulates the movement of dangerous goods by all modes of transportation. The Federal Aviation Administration (FAA) is a branch of the DOT and oversees dangerous goods shipments by air. When FedEx and all air carriers encounter improperly declared or undeclared shipment of dangerous goods, we are mandated to report the incident to the

DOT/FAA. Penalties for such shipments can range up to $500,000 and five years in jail.

The DOT/FAA also requires every shipper to have job-specific dangerous-goods training prior to offering a dangerous-goods shipment to FedEx or another air carrier.

DECLARED VALUE AND LIMITS OF LIABILITY

A. The declared value of any shipment represents our maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information.

Exposure to and risk of any loss in excess of the declared value is either assumed by the shipper or transferred by the shipper to an insurance carrier through the purchase of an insurance policy. You should contact an insurance agent or broker if insurance coverage is desired. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

B. Our liability with regard to any package is limited to the sum of $100 unless a higher value is declared on the airbill for the package at time of tender, and a greater charge paid as provided in paragraph (C) below, except as limited by paragraphs (F), (G) and (H) below.

C. A $2.50 minimum charge will be assessed for all shipments exceeding $100 in declared value. For shipments exceeding $500 in declared value, an additional $0.50 will be charged for each $100 (or fraction thereof) of declared value. Declared value must be entered in whole dollar amounts.

D. Except as limited by paragraphs (F), (G) and (H) below, the maximum declared value per package in any

FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx Express Saver, FedEx Overnight Freight, FedEx 2Day Freight or FedEx Express Saver Freight shipment is $50,000. The maximum declared value per shipment for FedEx SameDay is $2,000. If no value is declared, the declared value and our liability will be limited to the actual value or $100, whichever is less. E. The maximum declared value for a C.O.D. shipment (for both the carriage of the goods and the C.O.D. Amount) is $50,000 per package. If no value is declared, the declared value and Our liability will be limited to the lesser of the C.O.D. Amount or $100.

E. Packages containing following items of extraordinary value are limited to a maximum declared value of $500:

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, collectors' items, photographic negatives, photographic chromes, photographic slides, scale models and/or architectural models and any other commodity that by its inherent nature is particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.

2. Antiques, any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to furniture, tableware, glassware and collectors' items such as sports cards, souvenirs and memorabilia.

3. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, and any other commodity with similarly fragile qualities.

4. Jewelry, including, but not limited to, watches and their parts, precious and semiprecious gems or stones, whether cut or uncut, industrial diamonds and costume jewelry.

5. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.

6. Precious metals, including, but not limited to, gold and silver bullion, dust, precipitates or platinum (except as an integral part of electronic machinery).

7. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, bond coupons and bearer bonds.

8. Ostrich and emu eggs.

G. The MAXIMUM declared value for any FedEx Letter or FedEx Pak is $500. Goods with a value (actual or declared) exceeding $500 should NOT be shipped in a FedEx Letter or FedEx Pak.

In no event will we be liable for losses exceeding $500 for a FedEx Letter or FedEx Pak. This limitation does not apply to items shipped utilizing the Diagnostic Specimen Envelope provided by FedEx.

H. The declared value limit for shipments to Puerto Rico is US$50,000 per shipment, rather than US$50,000 per package. Our liability for any package from the U.S. to Puerto Rico and tendered using a FedEx customer automation device is limited to $100 or $9.07 per pound, whichever is greater.

I. Notwithstanding anything else in this Service Guide, we are not liable for any loss of, damage to, or delay, misdelivery or nondelivery of prohibited shipments, including, but not limited to, cash or currency.

J. Notwithstanding anything else in this Service Guide, we are not liable for any loss, damage or delay to any package that is not adequately packaged by the shipper.

K. When the shipper sends more than one package on an airbill, the total declared value for all the packages moving on the airbill must be written in the appropriate section of the airbill. Our liability will be limited to the total declared value (not to exceed the per-package limit of $500 or $50,000 or the per-shipment limit of $2,000, as described above). The declared value for each package will be determined by dividing the total declared value by the number of packages on the airbill unless you provide evidence verifiable to our satisfaction supporting a different allocation. Claimant is responsible for proving the actual loss when a claim is made. In no event may the declared value for any package in a shipment exceed the value of the declared entire shipment. If a shipment is sent pursuant to an airline interline agreement, additional restrictions may apply.

L. The maximum declared value we offer for FedEx Letter Stamps purchased from anyone other than FedEx is

$100. For greater protection options, refer to the "Declared Value" section.

M. If a shipment is tendered to FedEx palletized and shrink-wrapped as one single handling unit, the maximum declared value for that single unit is $50,000 and not $50,000 per package within that multipiece shipment.

N. For packages sent to Puerto Rico or to any international location, the declared value for carriage cannot be greater than the declared value for Customs. FedEx Letters and FedEx Paks to and from Puerto Rico are limited to a declared value for Customs and carriage of $100.

ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS SERVICE GUIDE IS NULL AND VOID AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THIS SERVICE GUIDE AS TO SUCH SHIPMENT. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

DELIVERY (SEE PICKUP AND DELIVERY)

DIMENSIONAL WEIGHT (VOLUMETRIC WEIGHT)

We reserve the right to assess transportation charges based on volumetric standards. Currently, dimensional weight pricing is applicable on all packages larger than one cubic foot in customer packaging. Shipments in FedEx-provided packaging are not currently subject to dimensional weight pricing.

Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed.

FedEx automated system customers who fail to apply the dimensional weight calculation to a package at the time of processing may be assessed dimensional weight charges via a supplemental invoice from FedEx.

DROP-OFF

Customers are encouraged to drop off packages at staffed and unstaffed FedEx locations. Customers must place packages in the Drop Box at unstaffed FedEx locations. No discount will be provided for dropping off packages at FedEx locations. The rates in this FedEx Service Guide are based upon the package being tendered at a FedEx location, including FedEx Drop Boxes, FedEx World Service Centers, FedEx ShipSites and FedEx Authorized Ship Centers, and an additional $3 charge will apply to packages picked up by FedEx. This charge may not apply for customers participating in a discount program or who have regular pickup with FedEx. (See "Pickup and Delivery" and "Regular Stop Pickup.")

Dangerous Goods shipments are not accepted at and should never be placed in FedEx Drop Boxes.

FedEx Drop Boxes are not serviced on Saturday, and pickup of packages in Drop Boxes will not occur until the following business day. See other important Saturday drop-off information under "Saturday Service."

EDIBLE MATERIALS OR UNDEVELOPED FILM

Packages containing these commodities must be prominently and legibly marked by the shipper identifying the contents.

Special identification labels are available from FedEx, but the shipper is responsible for prominently identifying these shipments.

For packing and marking of dangerous goods, see "Dangerous Goods."

EXTRA-LARGE PACKAGES

Pieces that exceed 165" in length and girth combined shall be considered to be U.S. Domestic Freight Service shipments. THE LENGTH AND GIRTH OF A PACKAGE IS LENGTH PLUS TWICE THE HEIGHT PLUS TWICE THE WIDTH. If the dimension includes a fraction, a fraction 1/2 or greater will be rounded up to the next whole number; a fraction less than 1/2 will be rounded down to the next whole number. Maximum dimensions are 119" in length, 70" in height, or 300" in length plus girth.

FedEx Express Saver Freight shipments or pieces not palletized, banded and/or shrink-wrapped, not stackable, and/or exceeding 284" in length and girth, with limits of 48" in length, 48" in width and 70" in height, will not be accepted.

For FedEx Overnight Freight shipments greater than 119" (L) or 70" (H) or 300" (L+G), you need advance approval. Please call the Freight Services Desk at (800)332-0807.

FUEL SURCHARGE

Due to the potential for significant fluctuations in the market for aviation and vehicle fuel, we reserve the right to assess a temporary fuel surcharge on shipments without notice.

Any such surcharge will be applied for such periods as we may determine necessary. As of the date of publication of this FedEx Service Guide, a two percent (2%) surcharge applies.

HOLD AT FEDEX LOCATION SERVICE

Hold at FedEx Location Service is available upon request at designated FedEx World Service Centers. When a recipient wishes to pick up a package rather than have it delivered, the sender must mark the "Hold at FedEx Location" section on the airbill and write, in the section provided, the address of the FedEx location where the package is to be held. If you listed the telephone number of the recipient on the airbill, reasonable efforts will be made to contact the recipient by telephone after the package arrives at our facility. For specific locations and hours of availability, call Customer Service at 1.800.Go.FedEx (800-463-3339) or see the current FedEx Worldwide Directory or our Web site (www.fedex.com).

A. FedEx Priority Overnight and FedEx Overnight Freight packages will be available for pickup by 9:00 a.m. (Monday-Friday) the next business day after shipment at most FedEx locations. FedEx Standard Overnight packages will be available for pickup by noon the next business day. FedEx Express Saver, FedEx 2Day and FedEx 2Day Freight "Hold" packages will be available by noon (Monday-Friday) on the scheduled day of delivery at most FedEx locations.

You may use Hold at FedEx Location Service for FedEx Express Saver Freight shipments Monday through Friday; however, no discount applies for having the shipment held (see C below).

Hold at FedEx Location Service is not available for FedEx SameDay or FedEx First Overnight.

B. Saturday Hold at FedEx Location Service.

1. Except as provided in B(2) below, Saturday Hold at FedEx Location Service is available at no additional

charge at our Service Centers that are open on Saturday. The sender must mark the "Hold at FedEx Location Saturday" box on the air-bill and give the address of the FedEx location where the package is to be held. Call us for availability and pickup times or see our Web site (www.fedex.com).

2. Saturday Hold at FedEx Location Service is not available for FedEx SameDay, FedEx First Overnight, FedEx Standard Overnight, FedEx Express Saver or any U.S. Domestic Freight Service shipments. Dangerous Goods will be accepted or held only at designated FedEx locations.

C. Each U.S. Domestic Freight Service shipment with a billable weight of 151 lbs. or more that is picked up at a FedEx location will be eligible for the greater of a $25 hold-for-pickup discount, a discount equal to 5% of the transportation charges, or the discount applicable to the program in which the payor is participating. The discount applies to the total shipment, not to each package in the shipment.

D. FedEx Priority Overnight, FedEx Standard Overnight and FedEx 2Day "Hold at FedEx Location" shipments not picked up within five (5) business days from the date of shipment will be considered undeliverable. (See "Undeliverable Packages.")If a U.S. Domestic Freight Service shipment is not picked up within five (5) business days, we will attempt to contact the recipient. If the recipient elects to have the shipment delivered, the "Hold at FedEx Location" discount will not apply. If the recipient cannot be contacted and delivery to the recipient cannot be completed, the shipment will be deemed undeliverable. (See "Undeliverable Packages.")

HOTEL SERVICE

We will pick up from and deliver to hotels in our primary service area at no additional charge. (See FedEx Worldwide Directory.) Payment by an acceptable method is required. (See "Method of Payment.") Call us for information concerning drop-off locations and pickup times for your hotel, or to request a special pickup.

HUNDREDWEIGHT PRICING

With the limitations noted below, multiple-package shipments going to a single destination from the same point of origin, and moving on one airbill under the same type of service with a 5-lb.-per-package minimum, may qualify for Hundredweight Pricing. Shipments in FedEx Letter packaging or using Express Manifests do not qualify for Hundredweight Pricing.

FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day and FedEx Express Saver shipments will automatically be rated on both a "price-per-package" and a "price-per-total-shipment-weight" basis assuming a 100-lb. minimum. The payor will be charged the lower of the two rates. All multiple-pack-age shipments beginning at 100 lbs. and above are billed on a price-per-total-shipment-weight (Hundredweight) basis. A minimum per-package rate equal to the rate for a 5-lb. package will be applicable to each package in a shipment where Hundredweight Pricing applies.

A package weighing less than 151 lbs. will be transported via a FedEx U.S. Domestic Freight Service if it is over 165" in length and girth combined up to a maximum of 300" (L+G), which otherwise complies with our Service Conditions. The minimum billable weight for such a freight shipment is 151 lbs., regardless of actual weight.

Hundredweight Pricing is not available for FedEx SameDay shipments.

INSPECTION OF SHIPMENTS

We may, but are not obligated to, open and inspect any shipment.

LIABILITIES NOT ASSUMED

WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF SHIPMENT, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

We will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. However, in no event will we be liable for any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

A. The act, default or omission of the sender, recipient or anyone else with an interest in the shipment.

B. The nature of the shipment or any defect, characteristic or inherent vice of the shipment.

C. Your violation of any of the terms and conditions contained in this Service Guide, as amended from time to time, or on an airbill, including, but not limited to, the

improper or insufficient packing, securing, marking or addressing of shipments.

D. Perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, or local or national weather conditions (as determined solely by us); national or local disruptions in air or ground transportation networks due to events beyond our control, such as weather phenomena, strikes or natural disasters (earthquakes, floods, hurricanes are examples of natural disasters), conditions that present a danger to our personnel; and disruption or failure of communication and information systems.

E. Acts or omissions of any person or entity other than FedEx, including our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.

F. Loss of or damage to articles packed and sealed in packages by the sender, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the recipient without written notice of damage on the delivery record.

G. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media or erasure of photographic images or sound tracks from exposed film.

H. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.

I. Our failure to honor "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings), "fragile" labels or other special instructions not explicitly provided for in the Service Guide on packaging, or damage to shipments not in packaging approved by us prior to shipment where such prior approval is recommended or required herein.

J. Fluorescent tubes, neon lighting, neon signs, X-ray tubes and laser tubes. Due to the extremely fragile nature of these items, shipping is discouraged via FedEx. We assume no liabilities for these items.

K. Your failure to provide a valid FedEx Account Number in good credit standing in the billing instructions on shipping documentation.

L. Our failure to notify of any delay or loss of your shipment.

M. FedEx will not be liable for shipments released without obtaining a signature if a signature release is on file.

Upon the occurrence of any of the events described in (D) above, we will make reasonable efforts to transport and deliver packages to their destination as quickly as practicable under the circumstances.

N. Performance of any services will not constitute us as shipper's or anyone's agent for any purpose.

O. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items whose outer finish might be damaged by adhesive labels, soiling or marking unless placed in a protective container for shipment.

P. Perishables. The shipment of perishable articles on days that will require transit on a weekend is discouraged. It is recommended that perishable articles shipped by FedEx Priority Overnight and FedEx Standard Overnight be packaged for a minimum of 30 hours transit time.

FedEx 2Day, FedEx 2Day Freight and FedEx Express Saver shipments should be packaged for a minimum transit time at least 12 hours greater than our delivery commitment time for the shipment. We also recommend that any perishable items be shipped by FedEx First Overnight, FedEx Priority Overnight or FedEx Overnight Freight and that the proposed packaging be reviewed with the FedEx Packaging Design and Development Department. (See "Liabilities Not Assumed.") Call FedEx Packaging Design and Development at (800)633-7019, prior to shipping.

Q. Our provision of advice, assistance or guidance on the appropriate packaging of shipments does not constitute acceptance of liability, unless such advice, assistance or guidance is in writing from the FedEx Packaging Lab and expressly accepts liability in the event of a damaged shipment.

METHOD OF PAYMENT

A. For all services except FedEx SameDay, the following are acceptable methods of payment: check (including cashier's checks), money orders, credit cards (MasterCard, VISA, American Express, Diners Club, Carte Blanche, Discover Card, Optima), charge to a valid, in good credit standing, FedEx Account Number, EDI Electronic Payment Option (only by prior written agreement with us), and cash. However, at some of our locations or in some pickup areas, cash is not accepted. At these locations, you may pay by check, credit card, or charge to a valid, in good credit standing, FedEx Account Number. If we are unable to obtain

payment on any transportation billed to a credit card listed above, we may invoice you and you agree to pay a ten dollar ($10) billing fee. Please note that payment of invoices by a credit card is not allowed.

B. FedEx SameDay: The following are acceptable methods of payment: check (including cashier's check), money order, credit cards(MasterCard, VISA, American Express, Diners Club, Carte Blanche, Discover Card, Optima), charge to a valid FedEx Account Number in good credit standing, and EDI Electronic Payment Option (only by prior written agreement with us). Checks (excluding cashier's check) will not be an acceptable method of payment for customers that do not have a valid FedEx Account Number in good credit standing. The foregoing constitute the only acceptable methods of payment and all other methods are unacceptable. CASH is not an acceptable method of payment.

MONEY-BACK GUARANTEE POLICY

We offer two Money-Back Guarantees for all of our services. These two Money-Back Guarantees are:

A. Service Failure -- At our option, we will either refund or credit your transportation charges upon request if we deliver your shipment 60 seconds or more after our published delivery commitment.

In order to qualify for a refund or credit due to service failure, the following limitations apply:

1. For invoiced shipments and for shipments by customers using our customer automation, we must receive your notification (in writing or by telephone) of a service failure within 30 calendar days from the original invoice date. You must furnish with your

payment the invoice numbers to which your payment applies. If an invoice is not paid in full, the reason for each unpaid charge must be noted along with its airbill or package tracking number.

2. For shipments that we don't invoice (paid by cash, check, money order or credit card), you must notify us (in writing or by telephone) of a service failure within 30 calendar days from the date of shipment.

3. Notification must include the account number, if any, the air-bill or package tracking number, the shipment weight and the date of shipment. Complete recipient information must be provided, on either the airbill or through any FedEx automated device.

4. A service failure will not be deemed to have occurred if within 30 calendar days after you notify us, we provide you with:

   (a) Proof of timely delivery, consisting of the date and time of delivery and name of the person who signed for the shipment or signature release information; or

   (b) Service exception information reflecting that tile failure to timely deliver resulted from circumstances described under "Liabilities Not Assumed."

5. A service failure will not be deemed to have occurred if a "bill to" account number was provided at the time of shipment that was not in good credit standing and the package was not delivered until alternate payment arrangements were secured.

6. We are not obligated to respond if your request is not received within the time limits stated above.

Only one refund or credit is permitted per package. In the case of multiple-package shipments, this Money-Back Guarantee will apply to every package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package.

A refund or credit will not be given for shipments delayed due to incorrect addresses or ZIP codes or the unavailability or refusal of a person to accept delivery or sign for the package or any of the causes described under "Liabilities Not Assumed." In addition, for shipments to and from Puerto Rico, refund or credit will not be given if failure to timely deliver is the result of tax authority or Customs or other regulatory delays.

FedEx will not be liable under the Service Failure Money-Back Guarantee if we do not release a package without obtaining a signature and no one is available to sign for the package where delivery without obtaining a signature has been authorized.

The Money-Back Guarantee for shipments destined outside our primary service areas applies only to the portion of the transportation provided directly by us. (See FedEx Worldwide Directory.)

This Money-Back Guarantee applies to U.S. Domestic Freight Service for shipments originating from and/or destined to H1 or H2 areas as specified by ZIP codes. Except as otherwise provided below, H3 areas will not be served directly by us. We will make arrangements with third-party

cartage agents for pickups from and deliveries to H3 areas and estimate the transit time for the cartage agent. However, the FedEx delivery commitment and Money-Back Guarantee will apply only to the portion of the transportation provided directly by us. To determine if your U.S. Domestic Freight shipment's destination is in an H1, H2 or H3 area, see the FedEx Worldwide Directory for the ZIP codes of your freight origin and destination locations, or call 1.800.Go.FedEx and ask for our Freight Services Desk.

This Money-Back Guarantee does not apply to requests for invoice adjustments based on overcharges. (See "Billing.")

A refund or credit will not be given to customers using FedEx automated devices or users of Express Manifest if incorrect package tracking numbers are applied to the subject package or shipment.

Credits for transportation charges will be applied to the payor's account only, and refunds will be made payable to the payor only.

This Money-Back Guarantee does not apply to returned or undeliverable shipments or to shipments addressed to an RD (Rural Delivery) number or SRA (Star Route Assignment in Alaska) unless the recipient's complete telephone number is indicated on the package or airbill.

For C.O.D. shipments, this Money-Back Guarantee applies to transportation charges and to the additional charge for C.O.D. Service. This Money-Back Guarantee also applies to the return of the C.O.D. remittance check/money order to the sender.

Federal Express does not offer any money-back guarantee with respect to provision of transportation service if a retail FedEx Stamp purchased from anyone other than FedEx is used for shipment. If you desire FedEx service with FedEx money-back guarantees you should use our airbill. Requests for a refund due to failure by Federal Express to provide delivery in accordance with our delivery commitment must be presented to the entity where the retail stamp was purchased.

FedEx SameDay -- Service Failure -- At our option, we will either refund or credit your transportation charges upon request if we deliver your shipment 60 seconds or more after our last quoted delivery commitment. We will attempt to notify you twice by phone if there is any change in the time of the delivery commitment. If requested by you, we will also attempt to notify the recipient twice of any change in the quoted delivery time. If we are unable to reach you or the recipient after two attempts, we assume no liability for our inability to notify. All of the limitations applicable to the service failure money-back guarantee noted above are also applicable to the FedEx SameDay service failure money-back guarantee.

NOTE: THE QUOTED DELIVERY COMMITMENT TIME MAY CHANGE FOR MANY REASONS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: flight delays or cancellations due to air traffic control, weather or mechanical problems. If the delivery commitment is changed, the Money-Back Guarantee will only be applicable to the latest delivery commitment. You agree that our records regarding quoted delivery times will constitute conclusive proof of any such quotes.

We encourage you to submit invoice adjustment requests with your payment. However, you may send these requests separately to:

(Via FedEx Letter:)
FedEx Corporation
Customer Account Services
3965 Airways BIvd.,
Module G
Memphis, TN 38116

(Via U.S. Postal Service:)
FedEx Corporation
Customer Account Services
P.O. Box 727, Dept. 4741
Memphis, TN 38194

Via FedEx Toll-Free Fax Service: (800)548-3020

B. Package Status -- At our option, we will either refund or credit your transportation charges upon request if we cannot report the status of your package within 30 minutes of inquiry.

Package status is defined as the most recent electronically scanned location of your package reflected in our Cosmos tracking system.

In order to qualify for refund or credit due to untimely package status reporting, the following limitations apply:

1. You must telephone us and make your request within 15 calendar days after the date of shipment. Written requests will not be accepted.

2. The response period under this Money-Back Guarantee s 30 minutes per package. Where more than one package status inquiry is made in a call, we will respond within 30 minutes of our receiving all package-related information.

3. You must provide your FedEx Account Number, if any, the airbill or package tracking number, date of shipment, peces and weight and the recipient's name, address and ZIP code on the first call.

4. Only one refund or credit is permitted per package. In the case of multiple-package shipments, this Money-Back Guarantee will apply to each package in the Shipment, but a refund or credit is only available on a pro rata basis for those packages whose status is not timely reported.

5. This Money-Back Guarantee does not apply to shipments destined outside our primary service areas. (See FedEx Worldwide Directory.)

6. The package status Money-Back Guarantee does not apply to international shipments or to requests made to FedEx via the Internet.

7. Credits for transportation charges will be applied to the payor's FedEx account only and refunds will be made payable to the payor only.

Federal Express does not offer any money-back guarantee if a retail FedEx Stamp purchased from anyone other than FedEx is used for shipment. If you desire FedEx service with FedEx money-back guarantees, you should use our airbill.

FedEx SameDay -- Package Status -- At our option, we will either refund or credit your transportation charge if we cannot provide the status of your package within 30 minutes of inquiry. Package status is defined as the most recent information on the location of your package available to us. All of the limitations applicable to the package status money-

back guarantee noted above are also applicable to the FedEx SameDay package status money-back guarantee.

MULTIPLE-PACKAGE SHIPMENTS

A. Multiple-package shipments are acceptable to all domestic points that we serve in the U.S. (including Alaska and Hawaii) and points in Puerto Rico. However, individual pieces of a multiple-pack-age shipment may not always be delivered at the same time.

B. You may ship up to 999 packages (except shipments in FedEx Letter packaging) on one airbill, provided the weight of each individual package does not exceed 150 lbs. You may ship multiple packages of the same service type (except shipments in FedEx Letter packaging) going to a single recipient from the same point of origin and moving on one FedEx airbill.

C. All packages in a multiple-package shipment must move from one sender to one recipient, on the same day, use the same service, have the same delivery and special handling instructions, and be billed to the same party, and each package must weigh 150 lbs. or less.

1. Banded Packages - A maximum of two boxes, identical size, can be banded together; not to exceed 75 lbs. total weight. Acceptable banding: 2" pressure-sensitive tape, plastic strapping or fiberglass-reinforced tape. If plastic strapping bands are used, they must be tightened securely around the shipment. Do not Seal packages with string or rope.

2. Both packages must be addressed with the shipper and recipient information.

Individual packages in a multiple-piece shipment may have different weights, dimensions and declared value.

D. FedEx SameDay: Multiple package shipments are acceptable to all domestic points that we serve in the U.S. (including Alaska and Hawaii). You may ship up to 999 packages on one FedEx SameDay Airbill, provided the weight of each individual package does not exceed 70 lbs. and the shipment does not exceed 48" in length and 90" in length and girth combined. Additional charges apply if the total weight of the shipment exceeds 70 lbs.

PACKAGE CONSOLIDATORS

A consolidator is any person, corporation, partnership or other entity who provides services also provided by FedEx, is independent from FedEx and derives income from the consolidation of the packages of others for tender to us, including all FedEx Authorized Ship Centers and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

Consolidators are responsible for complying with all requirements applicable to shipments containing dangerous goods and with customs and other legal requirements applicable to packages tendered for international transportation.

If you choose to tender packages to a consolidator instead of to us directly, you should be aware of the following: A. Consolidators are not agents of FedEx.

B. Inquiries regarding shipments tendered to a consolidator must be directed to the consolidator. We cannot

assist the customer in these situations, nor can we assume any responsibility to the customer for lost, damaged or delayed shipments, as the consolidator is the shipper in such cases. The consolidator's name, address and account number must appear as sender on every package tendered.

C. Package consolidators must attach a completed FedEx airbill, air waybill, Express Manifest label, FedEx Stamp or a package tracking label to all packages tendered. Packages tendered by package consolidators are accepted for shipment at staffed or unstaffed FedEx locations within the geographic area for which the consolidator'saccount number is assigned. Pickup service is also available.

D. Each package consolidator who receives packaging from Federal Express must enter into a Packaging and Pricing Agreement with Federal Express or a FedEx Authorized ShipCenter Agreement.

E. Consolidators are eligible to obtain relief, including refunds or credits for shipping charges based on the failure of FedEx to furnish information within 30 minutes or for service failures as provided under the Money-Back Guarantee.

F. When packages are tendered to a package consolidator, the package consolidator, rather than the customer, may earn discount credits based on the packages so tendered.

PACKAGING AND MARKING

A. All packages must be prepared and packed by the sender for safe transportation with ordinary care in handling. Recipient address labels should be placed on both sides of each package with an additional label enclosed inside. Any articles susceptible to damage as a result of conditions which

may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. (See "Restrictions" for additional packaging instructions on particular commodities.) Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and recipient. The ZIP code is crucial to the efficient movement of the package through our system.

FedEx packaging or corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, etc.) should have all sharp edges and protrusions wrapped and the address label secured by pressure-sensitive tape wrapped completely around the object, or the tie-on tag provided by FedEx for airbills or for labels must be used. "Re-on airbill pouches and tie-on tags for labels may be ordered by calling 1.800.Go.FedEx (800-463-3339). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Items with casters, wheels or rollers must have them removed or packaged to prevent damage.

No FedEx 10kg Box or FedEx 25kg Box packaging may be used for U.S. Domestic shipments.

B. Dangerous goods may not be shipped in FedEx packaging and are not accepted at FedEx Drop Boxes or FedEx ShipSites. (For dangerous goods requirements, see "Dangerous Goods.")

C. Blood, urine and other non-infectious liquid diagnostic specimens will be accepted only when shipped in a watertight primary receptacle and watertight secondary packaging. An absorbent material must be placed between the primary receptacle and the secondary packaging. If multiple primary receptacles are placed in secondary packaging, they must be wrapped individually to ensure that contact between them is prevented. The absorbent material, such as cotton wool, must be sufficient to absorb the entire contents of all primary receptacles. It is the responsibility of the shipper to ensure that adequate absorbent material is used. Sturdy outside packaging constructed of cardboard/corrugated fiberboard, wood, metal or rigid plastic must be used. This outside packaging may be no smaller than 8" in length, 6" in width and 4" in depth and should be large enough to accommodate a FedEx airbill and pouch. Unacceptable packaging includes, but is not limited to, FedEx packaging, Styrofoam™, plastic bags or paper envelopes. We will refuse to accept packages not meeting these or any federal requirements. These shipments will not be accepted at FedEx Drop Boxes or Self-Service Mini-Centers. For additional information or assistance concerning approved packaging materials, call Packaging Design and Development at (800)633-7019.

D. Expanded polystyrene foam coolers (Styrofoam™) must be shipped inside a sturdy outer container unless preapproved by the FedEx Packaging Design and Development Department, (800)633-7019.

PICKUP AND DELIVERY

A. A three dollar ($3) pickup charge will apply to any package pickup request for services other than U:S. Domestic Freight Services made to FedEx, no matter how the request is communicated, including requests via a FedEx automated shipping device.

1. The rates in the FedEx Service Guide are valid for any package tendered at a FedEx location.

2. The $3 per-package pickup charge will not apply if a customer drops a package off at a FedEx location, including FedEx Drop Boxes, FedEx World Service Centers, FedEx ShipSites and FedEx Authorized ShipCenters; however, freight (pieces with billable weight of 151 lbs. or more) may be dropped off only at a designated FedEx Freight location.

3. The $3 per-package pickup charge will not apply to FedEx SameDay, FedEx Overnight Freight, FedEx 2Day Freight or FedEx Express Saver Freight.

4. When per-shipment or hundredweight pricing applies, the customer will be assessed the $3 pickup charge for the shipment. Where per-package pricing applies, the $3 charge applies to each package.

5. This charge may not apply to customers with a regular stop or discount unless those customers request a pickup after their courier's scheduled pickup time.

6. For packages tendered utilizing a FedEx Account Number, the $3 per-package pickup charge will be assessed to the account number billed for the transportation charges. It will appear as a separate line

item on the FedEx invoice. The pickup charge will be collected at the time the package is tendered to FedEx, whether paid for by cash (not accepted at all locations), check, money order or credit card.

7. A $3 per-package pickup charge will be assessed for shipments from the U.S. to Puerto Rico.

8. The $3 per-package pickup charge is in addition to any other applicable surcharges or special handling fees.

B. U.S. Package Service Pickup and Delivery
We provide pickup service within our primary service area at a cost of $3 per package. (See FedEx Worldwide Directory for explanation of the service areas.) In addition to the $3 per-package courier pickup charge, there is a special handling charge of $10 for Saturday pickup service. Call as early in the day as possible to schedule a pickup.

FedEx Express Saver shipments are subject to a $1 residential delivery special handling fee, and we may not obtain a signature at the time of delivery. ("Residential delivery" is defined as a delivery to a home or private residence, including locations where a business is operated from the home.) This applies per package except where hundredweight or shipment pricing applies. Other than this charge and the Saturday delivery special handling fee, we provide delivery service at no additional charge within our primary service areas. Delivery service outside our primary service areas may be provided through cartage agents, generally at no additional charge. (For more information, cali Customer Service at 1.800.Go.FedEx.) Saturday delivery is not available for FedEx Standard Overnight or FedEx Express Saver shipments. Your shipment may be delayed if we

determine that it is billed to a FedEx Account Number which is not in good credit standing.

There is no delivery to or from Alaska and Hawaii for FedEx Express Saver service.

For residential deliveries via FedEx Express Saver and FedEx 2Day, deliveries can occur up to 7 p.m.

C. U.S. Domestic Freight Service Pickup and Delivery Pickup and delivery service for U.S. Domestic Freight Service shipments is available Monday through Friday.

Saturday pickup and delivery is not available for U.S. Domestic Freight Service shipments.

There is no delivery to or from Alaska and Hawaii for FedEx Express Saver Freight service.

The $3 per-package courier pickup charge does not apply to U.S. Domestic Freight Service shipments. However, for a fee, we will provide certain inside pickup and delivery services on all U.S. Domestic Freight Service shipments in our primary service areas, provided that the following criteria are met:

1. Shipment pickup and delivery will not cause damage to the shipment, the handling equipment, the shipper's facility or the recipient's facility (walls, flooring, doorways, etc.).

2. Shipment pickup and delivery will not cause delay to other shipments.

3. Shipment pickup and delivery will not endanger or compromise the safety of FedEx personnel. Inside pickup and delivery shipments requiring the transport of freight up or down stairways will be refused or will not be performed.

4. U.S. Domestic Freight Service shipments picked up in or delivered to H3 areas will be assessed a $50 H3 special handling fee and will not be eligible for inside pickup or delivery.

D. In order to be accepted, U.S. Domestic Freight shipments must be of a size and shape that will fit through the smallest doorway or opening at both the shipper's and recipient's locations. If a shipment is tendered to FedEx of a size or shape that will not fit through the smallest doorway or opening, the shipment will be considered undeliverable and handled within the Undeliverable Policy and Procedures. (See "Undeliverable Packages.")

FedEx will not be responsible for breaking down a shipment to permit pickup or delivery of the shipment. Multiple-package shipments will be accepted as one piece only if the shipment is shrink-wrapped or banded together to form a single handling unit. Multiple-package shipments tendered to FedEx as a single unit must move from one sender to one recipient, use the same service, have the same delivery and special handling instructions, be billed to the same party and weigh 150 lbs. or less. Multiple-package shipments not tendered to FedEx as a single unit may not be delivered at the same time. Individual packages in a multiple-package shipment may have different weights, dimensions and declared value amounts.

E. Shipments may be delivered and released without obtaining a signature if the sender has authorized a release by signing the Release Signature Section of the airbill or by completing the Release Delivery Authorization and Indemnification Agreement for Shippers (obtained through your local FedEx World Service Center or your FedEx Account Executive), or, at our sole option, upon oral instruction from the sender or recipient (controlled delivery). A shipment may also be released without obtaining a signature if the recipient has provided authorization by signing the Release Delivery Authorization and Indemnification Agreement for Recipients (obtained through your local FedEx World Service Center or your FedEx Account Executive). A recipient is not required to have a FedEx Account Number to obtain an authorization to release shipments. Authorization to release shipments may be allowed only to those who have established a satisfactory payment history.

F. Your shipment may be delayed if we determine that it is billed to a FedEx Account Number that is not in good credit standing. Alternate payment arrangements may be required or your package may be stopped in transit.

G. At our discretion, some shipments will not be released without a delivery signature even where release is authorized including, but not limited to:

1. "Bill Recipient" shipments when the recipient does not have a valid FedEx account or where recipient's account is on "cash only" status (requires payment or a valid FedEx Account Number in good credit standing at the time of delivery);

2. The declared value on the package exceeds $100

3. Damaged shipments

4. Dangerous goods shipments

5. Drugs, including prescription drugs; firearms or perishable shipments

6. C.O.D. shipments

7. Indirect deliveries

8. Invalid or missing credit card number (requires payment or provision of a valid FedEx Account Number in good credit standing at the time of delivery)

9. Alcohol shipments.

10. One or more packages in a multipiece shipment where all packages cannot be safely released.

11. The delivery location or circumstances are unsuitable for unattended delivery as determined in our sole discretion.

H. FedEx will not be liable for any package where our records do not reflect that the package was tendered by the customer.

I. Shipments are delivered to the recipient's address shown on the airbill, but not necessarily to the named recipient personally. We do not offer a "restricted delivery" service, and we may also make an "indirect" delivery. Indirect delivery is a completed delivery to an address or location other than the address on the airbill. Packages cannot

be delivered to P.O. Boxes or P.O. Box ZIP codes. Package addresses must include the complete street address of the recipient.

J. If a shipment is addressed to an RD (Rural Delivery) number, or SRA (Star Route Assignment in Alaska) because no street address exists, the area code and telephone number of the recipient must be indicated on the package or airbill. If this information is not provided, an attempt will be made to locate the recipient, but no refund or credit will be available under the Money-Back Guarantee. Use of an RD or SRA number may result in a delivery delay. If the recipient cannot be located after reasonable efforts, the package will be treated as undeliverable. (See "Undeliverable Packages.")

K. Shipments to hotels, hospitals, government offices or installations, university campuses or other facilities which utilize a mail-room or central receiving area will be delivered to the central receiving area unless otherwise authorized and approved by FedEx.

L. Any person scheduling a pickup other than the sender must provide a valid, in good credit standing, FedEx Account Number; otherwise, the pickup must be scheduled by the sender. From the time the pickup is scheduled, a minimum of two hours is required for our response. (Contact Customer Service for the specific times required.) Repeated nonproductive pickups may result in the cancellation of these privileges.

M. Proof of pickup is available upon request. Call Customer Service with the following information (FedEx will NOT provide proof of pickup unless you provide this information):

1. Pickup number, or

2. Airbill or FedEx tracking number

N. FedEx may, in our sole discretion, use alternative delivery arrangements to maintain the safety of our employees. We may also, in our sole discretion, refuse to deliver a package or shipment to maintain the safety of our employees.

O. FedEx SameDay
We provide pickup service within 20 miles from the origin airport for no charge. Other charges may also apply for all pickups outside of the 20-mile radius from the airport; for late-hours pickup and weekend/holiday pickup (see other charges on p. 52). Call as early in the day as possible to allow for courier routing in your area.

We provide delivery service within 20 miles from the destination airport at no additional charge. An additional charge may apply for all deliveries outside of the 20-mile radius from the airport.

Additional charges may also apply for late-hours delivery and weekend/holiday delivery (see other charges on p. 52). Your shipment may be delayed if we determine that it is billed to a FedEx Account Number which is not in good credit standing.

PROOF OF DELIVERY
We will, where available, provide a copy of electronically captured delivery information for packages (except FedEx Express Saver packages delivered to residential destinations) delivered within our primary service areas when requested by the sender, recipient or third-party payor within 18 months of

the shipping date. The information will be sent via FedEx interNetShip, FedEx Ship, FedEx PowerShip 2, FedEx PowerShip 3, EDI, FedEx DirectLink, FedEx PowerShip Plus or via FedEx Standard Overnight delivery service. We assume no liability for our inability to provide a copy of the Proof of Delivery. We assume no liability for our inability to provide documentation of the proof-of-delivery phone call.

For FedEx SameDay, a proof of delivery phone call to the shipper stating the time and signature of the person who received the delivery will constitute proof of performance. Two attempts will be made to reach the shipper by telephone within two hours of delivery. If the shipper cannot be reached by telephone with either attempt, FedEx will have no further obligation to the customer with respect to proof of performance.

FedEx Express Saver packages to residential destinations may be delivered without obtaining recipient's signature.

RATE QUOTATIONS

Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered and the application of these Service Conditions. We will not be liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in the rate or service quotation made prior to the actual tender of the shipment and what appears on the actual invoice, unless the rate or service applied at the time of original invoicing is inconsistent with the shipment actually tendered:

RE-DELIVERY SERVICE

A. This service will be provided upon request at no additional charge for U.S. domestic nonfreight shipments.

Residential deliveries - If a residential delivery cannot be completed on the initial delivery attempt, we will, at our sole option, reattempt delivery or hold the shipment at our facility until the shipper or recipient provides further delivery instructions.

B. U.S. Domestic Freight shipments - If a U.S. Domestic Freight delivery to a residence or a business cannot be completed on the initial delivery attempt, no delivery reattempt will be made *except* upon request. The reattempt will be subject to additional charges.

After three (3) attempts to deliver and/or three (3) attempts to notify the recipient or shipper, or five (5) business days from the date of shipment, whichever occurs first, the shipment will be considered undeliverable. (See "Undeliverable Packages" in this section.)

Any shipment that is not delivered after three (3) attempted deliveries will be returned to our nearest facility, and an attempt will be made to notify the shipper or recipient. A notice of attempted delivery will be left at the recipient's address after each attempted delivery.

A special handling charge of $.0333 per pound, with a minimum of $25.00, will apply for delivery reattempt. The charge for residential delivery for U.S. Domestic Freight shipments is $33.50.

C. For FedEx SameDay, we will provide two (2) delivery attempts. Any shipment that cannot be delivered after two (2)

delivery attempts or five (5) business days from date of shipment will be considered undeliverable. (See "Undeliverable Packages.")

D. For FedEx First Overnight, we will provide three (3) delivery attempts. For shipments that cannot be delivered on the first delivery attempt, we will reattempt delivery by 10:30 a.m. on the day of the first attempted delivery. If necessary, a second reattempt will occur by 10:30 a.m. the following business day.

REFUSAL OR REJECTION OF SHIPMENTS

We reserve the right to refuse, hold or return a shipment when in our opinion (a) the shipment would be likely to cause damage or delay to other shipments, equipment or personnel, (b) when the carriage of the shipment may be prohibited by law or may violate any of the Service Conditions in this Service Guide as amended from time to time, (c) the bill to account number is not valid and in good credit standing with FedEx, or (d) where acceptance of the shipment or shipments may jeopardize the provision of service to other customers, as solely determined by FedEx.

REGULAR STOP PICKUP

A. If you consistently have regular FedEx packages to be picked up at least three days every week, and such shipping volume and regularity is verified by FedEx, you may qualify to be a regular stop customer.

To be eligible to be a regular stop customer, you must:

1. Have a valid FedEx Account Number in good standing,

2. Have sufficient consistent package volume (shipments at least three days per week, Monday-Friday),

3. Have a prearranged agreement for the pickup stop on specific schedu!e of days and time,

4. Be preapproved by your local FedEx station, and

5. Have your shipping activity monitored to ensure your continued eligibility.

B. Regular stop customers also may be required to process their shipments using a FedEx automated shipping device, such as a FedEx PowerShip or by FedEx Ship software. If shipping frequency is not maintained, FedEx may remove your regular stop status, and the $3 per-package pickup charge will apply. FedEx reserves the right to make changes to a customer's regular stop status at any time.

C. Customers who are a regular stop are not subject to the $3 per-package pickup charge unless they request a pickup after their courier's scheduled pickup time or on a day which is not scheduled as a pickup day.

RESTRICTIONS

A. Restrictions specific to FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day and FedEx Express Saver shipments:

1. We will accept packages of 150 lbs. or less in weight, 119" in length, and 165" in length and girth combined. The outside packaging must be large enough to accommodate a FedEx airbill/pouch or FedEx bar code/package tracking number and address label. No package may be smaller than 7" in length,

4" in width and 2" in depth. Packages smaller than the minimum size should be placed in a FedEx Pak, except where otherwise restricted.

2. Packages that exceed 165" in length and girth combined up to 300" (L+G) or are over 150 lbs. and up to 1,500 lbs. are considered U.S. Domestic Freight shipments.

3. If a package weighing more than 150 lbs. is incorrectly marked on the airbill or entered into any automated device as either FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day or FedEx Express Saver, we may audit and correct the service to an available U.S. Domestic Freight Service. Terms and conditions of U.S. Domestic Freight will apply. If a package weighing more than 150 lbs. is inadvertently tendered for FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day or FedEx Express Saver, an additional charge of $2 per pound will be assessed for each pound in excess of 150 lbs. If a package weighing more than 150 lbs. is inadvertently tendered for FedEx Priority Overnight or FedEx 2Day to or from Puerto Rico, an additional charge of $2.25 per pound will be assessed for each pound in excess of 150 lbs.

4. Charges for FedEx Pak, FedEx Box or FedEx Tube shipments will be based on weight, distance and the service selected.

5. FedEx Letter shipments must be tendered in packaging supplied by us. If the gross weight of a FedEx Letter, including packaging, contents and airbill, exceeds 8

ounces, it will be rated at the applicable FedEx First Overnight, FedEx Priority Overnight, FeoEx Standard Overnight, FedEx 2Day or FedEx Express Saver rate. ONLY documents should be shipped in the FedEx Letter. The FedEx Letter does not qualify for Hundredweight Pricing.

6. Contents must be of a size and shape which fit the container. Shipments in FedEx packaging are subject to the restrictions printed on the packaging and those in this Service Guide, as amended from time to time.

7. Laptop, desk top, notebook, mini-computers or any type of electronic equipment must not be shipped in any FedEx packaging. Manufacturer's original packaging is recommended, or call our Packaging Design and Development Lab at (800)633-7019.

8. Blood, urine, fluids and liquid diagnostic specimens must not be shipped in any FedEx packaging. They must be packed in accordance with FedEx requirements for these shipments. (See "Blood, Urine, Fluids and Other Liquid Diagnostic Specimens.")

9. Dangerous Goods except as permitted under the "Dangerous Goods" section of these Service Conditions.

B. Restrictions specific to FedEx Overnight Freight and FedEx 2Day Freight:

1. We will accept pieces weighing more than 150 lbs. and up to 1,500 lbs. which otherwise comply with our Service Conditions. All FedEx Overnight Freight shipments require an advance freight reservation

booking. Please call (800)3320807 and ask for our Freight Services Desk.

2. A package weighing less than 151 lbs. will be carried via FedEx Overnight Freight if it is over 165" in length and girth combined up to a maximum of 300" (L+G) which otherwise complies with our Service Conditions. The minimum billable weight for such a freight shipment is 151 lbs., regardless of actual weight.

3. Any FedEx Overnight Freight and FedEx 2Day Freight shipment weighing more than 151 lbs. must contain a base which permits movement with a forklift or standard freight pallet jack. Failure to provide an adequate base enabling a forklift or pallet jack to readily transport freight in excess of 151 lbs. may result in our refusal to accept the shipment. Each shipment must be of a size and shape that will fit through the smallest doorway or opening at both the sender's and recipient's locations in order to be picked up or delivered.

4. Multiple-package shipments will be accepted as one piece only if the shipment is shrink-wrapped or banded together to form a single handling unit.

   For purposes of our limit of liability, a single-piece, shrink-wrapped pallet constitutes a single package.

C. Restrictions specific to FedEx Express Saver Freight:

1. For FedEx Express Saver Freight, pieces must weigh at least 151 lbs. each and must not exceed 2,000 lbs.

Shipments must not exceed 48" in length, 48" in width, or 70" in height, or 284" in length and girth combined.

2. All FedEx Express Saver Freight shipments must include a base which permits movement with a forklift or standard freight pallet jack. Each shipment must be of a size and shape that will fit through the smallest doorway or opening at both the sender's and recipient's locations to be picked up or delivered.

3. Multiple-package shipments will be accepted as one piece only if the shipment is shrink-wrapped or banded together to form a single-handling unit. If two airbills are used, then each piece is rated as a separate shipment.

4. We will accept pieces weighing more than 151 lbs. and up to 2,000 lbs. which otherwise comply with our Service Conditions.

5. A piece weighing less than 151 lbs. will not be accepted for FedEx Express Saver Freight.

6. Pieces must be palletized, secured to the pallet, stackable and forkliftable.

7. We will accept pieces measuring up to 284" (L+G) for FedEx Express Saver Freight which otherwise comply with our Service Conditions and restrictions.

8. Accessible Dangerous Goods cannot be shipped via FedEx Express Saver Freight.

9. General restrictions for al! FedEx services as listed elsewhere in this Service Guide also apply.

D. Restrictions specific to FedEx SameDay:

1. We will accept packages weighing up to 70 lbs. per package. We will accept shipments up to 48" in length and up to 90" in length and girth, combined. A shipment may consist of one or more packages provided the combined dimensions of the packages do not exceed the above-mentioned restrictions.

2. The following items are prohibited and will not be acceptable for shipment via FedEx SameDay service:

   a. Firearms

   b. Fireworks

   c. Alcoholic beverage

   d. Tobacco products

   e. Perishables

   f. Meat, fish and poultry

   g. Plants and plant materials

   h. Dangerous goods, hazardous goods (except dry ice*)

   i. Cash, currency, collectible stamps and coins

j. Live animals, inck ding birds, reptiles and fish. Edible seafood such as live lobsters, crabs, or other types of live fish/shellfish for human consumption are not prohibited.

k. Human corpses, luman organs or body parts; cremated or disinterred human remains

l. Shipments that require us to obtain a federal, state or local license for their transportation

m. Shipments that may cause damage or delay to equipment, personne or other shipments

n. Lottery tickets, gambling devices where prohibited by federal, state or local law

o. Shipments whose carriage is prohibited by law, statute or regulation of the state in which the shipment may travel

p. Used hypodermic needles and syringes, sharps or medical waste

q. Any item prohibited for other FedEx domestic services

3. Dangerous Good Service is not available.

4. Drop-off service is not available.

5. Hold at FedEx Location is not available.

6. C.O.D. Service is not available.

** Dry ice shipments must be prepared in accordance with IATA regulations with the dry ice information entered on the airbill. Dry ice shipments are not &.ceptable where the dry ice is used as a refrigerant for dangerous goods. All dry ice shipments require package marking and/or labeling.*

E. Restrictions applicable to all shipments: (Also see "Dangerous Goods" section.)

1. No more than one type of service may be indicated on a single airbill, and no more than one FedEx Letter may be shipped on a single airbill. If no service is indicated, we will assume that your shipment requires FedEx Priority Overnight or FedEx Overnight Freight service, whichever is applicable.

2. Multiple-Package Shipments. We will accept packages over 150 lbs. and under 150 lbs. as part of a single U.S. Domestic Freight Service shipment on the same airbill. However, all packages within the shipment may not be delivered at the same time (or on the same day) unless the shipment is shrink-wrapped or banded together to form a single handling unit.

3. Blood, Urine, Fluids and Other Liquid Diagnostic Specimens. Blood, urine and other liquid diagnostic specimens must be packaged in compliance with FedEx specific standards. These shipments will not be accepted at FedEx Self-Service Mini-Centers or FedEx Drop Boxes. Also, all shipments of blood and blood products must comply with all applicable local, state and federal laws governing packing, marking and labeling. Blood, urine, fluids and other diagnostic specimens containing or suspected of containing infectious substances must be shipped according to

applicable government and, where applicable, IATA regulations regarding Infectious Substances. Infectious Substances are not accepted at all FedEx Service Centers. For specific locations, call Customer Service at 1-800-Go.FedEx (800-463-3339) or see "Dangerous Goods" in the FedEx Worldwide Directory. Also, all shipments of blood and blood products must comply with all applicable local, state and federal laws governing packing, marking and labeling.

4. Firearms. We accept shipments of firearms when either the shipper or recipient is a licensed manufacturer, licensed importer, licensed dealer or licensed collector who is not prohibited from making such shipments by federal, state or local regulations. Signature release is not available for shipments containing firearms.

The sender is required to comply with all applicable government regulations and laws including those pertaining to labelling, and to the regulatory compliance by the recipient. The local divisional office of the Bureau of Alcohol, Tobacco and Firearms (ATF) will supply the shipper with needed assistance. Upon presenting the package for shipment, the sender is required to inform our employee accepting the shipment that the package contains firearms.

Firearms and ammunition may not be shipped in the same package. Firearms must be shipped via FedEx Priority Overnight. Ammunition is always an explosive and must be separately shipped as dangerous goods.

5. Fireworks. (Division 1.4 Explosives) will be accepted only with prior written approval from FedEx. The preapproved shipper is responsible for ensuring compliance with this requirement by the recipient. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, and compliance with applicable federal, state and local laws.

6. Alcoholic Beverages. Due to various state regulations on the transportation of alcohol, shipments may be accepted only when processed by a FedEx automated device. In addition, these shipments will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. However, regulations may vary from state to state. Packaging should be preapproved by the FedEx Packaging Design and Development Department prior to shipping. Your failure to use preapproved packaging releases us from any liability that we would otherwise assume. (See "Liabilities Not Assumed.") Additional information regarding the shipment may be required from the sender. Signature release is not available for shipments containing alcohol. Call FedEx Packaging Design and Development for procedures in submitting packaging for testing at (800)633-7019.

7. Tobacco Products. Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. Packaging should be preap-proved by the FedEx Packaging Design and Development Department prior to shipping. Your failure to use preapproved packaging releases us from any liability that we would otherwise assume. (See "Liabilities Not Assumed.")

Regulations may vary from state to state. Additional information regarding the shipment may be required from the sender. Call FedEx Packaging Design and Development for procedures on submitting packaging for testing at (800)633-7019.

8. Plants and Plant Materials. Plants and plant materials (seedlings, plant plugs) can be shipped only in accordance with applicable state and federal laws. The shipper is responsible for ensuring compliance with state and federal law. Packages containing these items may be inspected by appropriate agencies, which may result in a delay in delivery. We will not be liable or responsible for damage, refunds or credits resulting from delay of these shipments by federal, state or local government agencies. Packaging should be preapproved by the FedEx Packaging Design and Development Department prior to shipping. Your failure to use preapproved packaging releases us from any liability that we would otherwise assume. (See "Liabilities Not Assumed.") Call FedEx Packaging Design and Development for procedures on submitting packaging for testing at (800)633-7019.

9. Fragile Articles/Orientation

   a. Packaging for all fragile articles (including, but not limited to, electronic and electrical devices and scientific testing equipment) should be preapproved by the FedEx Packaging Design and Development Department prior to shipping. We assume no liability for such shipments. Call FedEx Packaging Design and Development for procedures for submitting packaging for testing at

(800)6337019 Monday-Friday 8 a.m.-5 p.m. (CST).

1. Ostrich/Emu Eggs: Ostrich/emu eggs may be shipped only in accordance with applicable state and federal laws. The shipper is responsible for ensuring compliance with state and federal law. FedEx Packaging Design and Development has designed a container specifically for these eggs and copies of the packaging specifications can be obtained free of charge. Maximum declared value allowed for ostrich or emu eggs is $500 per package and claims will not be honored if proper packaging is not used. We assume no liability for such shipments. Call FedEx Packaging Design and Development for procedures on submitting packaging for testing at (800)633-7019.

b. We do not provide special handling for packages bearing "Fragile," "Refrigeration required," or orientation markings (e.g., "UP" arrows or "THIS END UP" markings).

c. Fluorescent tubes, neon lighting, neon signs, X-ray tubes and laser tubes: Due to the extremely fragile nature of these items, shipping is discouraged via FedEx. We assume no liabilities for these items.

10. Perishables. It is recommended that perishable articles shipped by FedEx Priority Overnight and FedEx Standard Overnight be packaged for a minimum of 30 hours transit time.

FedEx 2Day, FedEx 2Day Freight and FedEx Express Saver shipments should be packaged for a minimum transit time at least 12 hours greater than our delivery commitment time for the shipment. The shipment of perishable articles on days that will require transit on a weekend is discouraged. We also recommend that any perishable items be shipped by FedEx First Overnight, FedEx Priority Overnight or FedEx Overnight Freight and that the proposed packaging be reviewed with the FedEx Packaging Design and Development Department. Your failure to use preapproved packaging releases us from any liability for spoiled perishables that we would otherwise assume. (See "Liabilities Not Assumed.") Call FedEx Packaging Design and Development at (800)633-7019, prior to shipping.

11. Meat, Fish and Poultry. Meat, fish and poultry shipments can be shipped only in accordance with applicable state and federal laws. The shipper is responsible for ensuring compliance with state and federal law. Your failure to use preapproved packaging releases us from any liability for spoiled perishables that we would otherwise assume. (See "Liabilities Not Assumed.")

12. Dangerous Goods. (Also see "Dangerous Goods" section.)

13. Pharmaceuticals. Shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable federal, state or local laws. The shipper is responsible for compliance with all

applicable laws. Signature release is not available for shipments containing pharmaceuticals.

14. The following items are prohibited and will not be accepted:

a. Cash, currency, collectible stamps and coins

b. Live animals, including birds, reptiles, fish except via our Flying Tigers® Air Cargo Service. (Edible seafood such as live lobsters, crabs or other types of fish/shellfish for human consumption are acceptable, provided the shipper is in compliance with state and federal laws.)

c. Animal carcasses will not be accepted. Animal heads and other parts for taxidermy may be accepted but must be properly packaged. Restrictions do not apply to materials intended for consumption.

d. Human corpses or body parts; cremated or disinterred human remains

e. Shipments which require us to obtain a federal, state or local license for their transportation

f. Shipments which may cause damage or delay to equipment, personnel or other shipments

g. Lottery tickets and gambling devices where prohibited by federal, state or local law

h. Used hypodermic needles and syringes, sharps or medical waste

i. Packages/shipments that are wet, leaking or emit a foul odor

j. Live insects

k. Shipments whose carriage is prohibited by law, statute or regulation of any state in which the shipment may travel

l. Shipments whose carriage is prohibited by applicable federal, state or local law

ROUTING AND RE-ROUTING

We will determine the routing of all shipments, including the mode of transportation used, and may use air transportation, ground transportation or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery. If a re-routing of a package isrequested by a recipient, we may at our option require the shipper to authorize and approve the re-routing. Any reroutes may be subject to a special handling fee of $10 per package (see "Address Correction).

SATURDAY SERVICE

A. Saturday Delivery (See "Service Areas" below for details on service areas.)

1. All FedEx Priority Overnight shipments destined for our primary service areas which are picked up on Friday can be scheduled for Saturday delivery. Saturday delivery is available in our A1 and AA primary service area by 12:00 noon and in our AM primary service area by 1:30 p.m. A $10 special handling fee applies. Saturday delivery is not available

for FedEx Standard Overnight or FedEx Express Saver shipments. FedEx Standard Overnight and FedEx Express Saver shipments picked up on Friday will be delivered or held at location according to published delivery commitments.

2. All FedEx 2Day shipments destined for our primary service areas which are picked up on Thursday can be scheduled for Saturday delivery. Saturday delivery is available only in our A1, AA and AM primary service areas by 4:30 p.m. A $10 special handling fee applies.

3. Saturday delivery is not available for FedEx 2Day shipments picked up on Friday. FedEx 2Day shipments picked up on Friday will be delivered or held at location on Tuesday.

4. Saturday delivery is not available to PM, AT or RM areas.

5. Saturday delivery is not available for U.S. Domestic Freight Service shipments.

B. Saturday Pickup (See "Service Areas" below for details on service areas.)

1. Saturday pickup is available only in our A1, AA and AM primary service areas.

2. Saturday pickup for Monday or Tuesday delivery is available. A $10 special handling fee applies.

3. Saturday pickup is not available for U.S. Domestic Freight Service shipments.

C. Saturday Hold at FedEx Location

1. The sender must mark the "Hold at FedEx Location Saturday" box on the airbill and give the address of the FedEx location where the package is to be held in the section provided.
2. There is no additional charge for shipments marked "Hold at FedEx Location" on Saturdays. Call us for availability and pickup times.

3. Saturday Hold at FedEx Location is not available for FedEx First Overnight, FedEx SameDay, FedEx Standard Overnight and FedEx Express Saver shipments.

D. Saturday Drop-Off (See "Service Areas" below for details on service areas.)

1. Saturday drop-off for Monday or Tuesday delivery is available at many FedEx locations.

2. Saturday drop-off (where available) for U.S. Domestic Freight Service shipments will have the same delivery commitment as those tendered on Monday.

3. There is no additional charge for shipments dropped off on Saturday.

4. Dangerous goods are accepted only at our designated Service Centers open on Saturday. For specific locations, call 1.800.Go.FedEx or see the FedEx Worldwide Directory.

5. Packages dropped off at FedEx Drop Boxes on Saturday will not be collected until the following

Monday and will not be delivered on Monday. The ship date for packages dropped off at Drop Boxes on Saturday will be Monday.

6. Saturday drop-off is not available for FedEx SameDay.

E. Saturday delivery service is not available for FedEx First Overnight shipments, but shipments may be picked up by FedEx on Saturday.

F. Puerto Rico: No Saturday delivery or pickup is available in Puerto Rico. Saturday Hold at FedEx Location is not available in Puerto Rico.

G. Alaska: Saturday delivery is available in AM primary service areas of Anchorage only. Saturday pickup and Saturday drop-off is available in Anchorage only.

H. Hawaii: No Saturday service of any kind is offered at this time.

I. FedEx Stamps: Saturday service is not available with FedEx Stamps.

J. If Saturday service is selected with a service where the Saturday service is not available, the delivery commitment will be the same as if the Saturday service had not been requested.

SERVICE AREAS

FedEx First Overnight is available to selected ZIP codes. Please call 1.800.Go.FedEx (800-463-3339) for information.

Our other service areas are also listed in the FedEx Worldwide Directory. The FedEx Worldwide Directory is available upon request and may be inspected at our offices.

FedEx Express Saver is not available to Puerto Rico, nor is it available to or from Alaska or Hawaii. FedEx First Overnight is not available to or from Hawaii.

SUNDAY/HOLIDAY SERVICE

A. Sunday/Holiday Delivery- FedEx SameDay shipments can be scheduled for Sunday/holiday delivery. A $30 special handling fee applies for Sunday delivery, and a $50 special handling fee applies for holiday delivery.

B. Sunday/Holiday Pickup -- FedEx SameDay shipments can be scheduled for Sunday/holiday pickup. A $30 special handling fee applies for Sunday pickup and a $50 special handling fee applies for holiday pickup.

C. No other FedEx services have Sunday or holiday pickup or delivery.

UNDELIVERABLE PACKAGES

Any shipment which after three (3) attempts to deliver and/or three (3) attempts to notify the recipient or shipper, or five (5) days from the date of shipment, whichever occurs first, will be considered undeliverable. If a recipient refuses a package or shipment, it immediately becomes undeliverable.

A. If a shipment is undeliverable for any reason, we will attempt to notify the shipper to arrange for the shipment's return. The charges associated with the original shipment remain due and payable within 15 days from the invoice date. If a package is marked "Bill Recipient" and is refused or

returned to the sender, the billing is automatically changed to "Bill Sender."

Nonfreight shipments will be returned at no charge via FedEx 2Day after five (5) business days. Nonfreight shipments delayed due to service failure will be returned via FedEx Priority Overnight service at no charge. If the shipper requests return via another service, our regular rates will apply.

All U.S. Domestic FedEx Overnight Freight or FedEx 2Day Freight Service shipments will be returned via FedEx Express SaverFreight at no additional charge. If the shipper requests return via another service, our regular rates will apply. All FedEx Express Saver Freight shipments will be returned via FedEx Express Saver Freight. When a FedEx Express Saver Freight shipment is returned for non-service-failure-related reasons, all return charges and fees will be assessed to the original shipper, along with original transportation charges and fees.

Our Money-Back Guarantee Policy does not apply to undeliverable or returned shipments.

B. Dangerous goods shipments will be returned only via Dangerous Goods Service or other appropriate means. A dangerous goods special handling fee applies. Shipper must supply a completed return airbill and all other required documentation.

C. If a package cannot be delivered or returned, the package may be transferred or disposed of by FedEx in its sole discretion, and Shipper, if known, agrees to pay any costs incurred in the disposal.

WARRANTIES

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES.

If you have questions or concerns regarding FedEx services, please send your correspondence to: Customer Relations Department, FedEx Corporation, P.O. Box 727, Dept. 4634, Memphis, TN 38194.

INTERNATIONAL EXPRESS SHIPMENTS

FedEx International Express Service Conditions, U.S. Edition

The following pages contain the Service Conditions applicable to FedEx International Express Services (including FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Broker Select, FedEx International Priority DirectDistribution, FedEx International MailService, FedEx International Economy and FedEx International Priority Plus) from the U.S. to selected international destinations including, but not limited to, any such items tendered and utilizing FedEx customer automation, manifests, air waybills and thermal air waybills. For international shipments tendered for FedEx International Express Freight or FedEx International Airport-to-Airport, please see the applicable Service Guide, Service Conditions, and/or tariffs for these services. See "U.S. Service Conditions" when shipping to and from points within the United States, including Alaska, Hawaii and Puerto Rico. Shipments originating outside the U.S. for U.S. or other international destinations are subject to local tariffs and the Service Conditions of the FedEx subsidiary, branch or the independent contractor which accepted the shipment. These

Service Conditions include terms regarding the importation and customs clearance of shipments into the U.S.

If there is a conflict between these Service Conditions and the terms and conditions on any FedEx air waybill or other transit documentation, these Service Conditions will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention or any applicable tariff. This Guide supersedes all previous Service Guides and other prior statements concerning the rates and conditions of the FedEx service to which it applies. FedEx reserves the right, only by authorization of its Senior Vice President of Marketing and Corporate Communications or successor positions unilaterally, and from time to time, in writing to modify, amend or supplement the rates, features of service, products and Service Conditions in this Service Guide without notice, but no other agent or employee of FedEx nor any other person or party is authorized to do so. This restriction in modification does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation Agreement and these Service Conditions, the FedEx Sales or FedEx Customer Automation Agreement controls. Contact the Senior Vice President of Marketing for copies of any such modifications, amendments or supplements.

Rate and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the application of these Service Conditions and this Service Guide to the shipment actually tendered. Any conflict or inconsistency between this Service Guide and other written or oral statements concerning the rates, features of service and Service Conditions

applicable to FedEx International Express Services from the U.S. to international locations and many terms regarding importation and customs clearance of shipments into the U.S. will be controlled by this Service Guide, as modified, amended or supplemented by FedEx from time to time. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

We publish a FedEx Worldwide Directory that defines our service areas and delivery commitments for our various services throughout the United States and in international locations. The FedEx Worldwide Directory, as amended solely by us from time to time, is incorporated into these Service Conditions by reference. Copies of the FedEx Worldwide Directory are available upon request and may be inspected at our offices. The information contained in the FedEx Worldwide Directory is subject to change without notice. For the most current information regarding areas served and delivery commitments, contact International Customer Service at (800)247-4747.

We also publish a FedEx Quick Rate Guide that describes the transportation charges and surcharges and accessorial fees and charges for our services throughout the United States and to international locations. The FedEx Quick Rate Guide, as amended solely by us from time to time, is incorporated into these Service Conditions by reference. Copies of the FedEx Quick Rate Guide are available upon request and may be inspected at our offices. The information contained in the FedEx Quick Rate Guide is subject to change without notice.

As used here, the term "recipient" or "consignee" means the person to whom a shipment is being sent, whose name is to be listed on the air waybill as the recipient; "sender" or "shipper" means the person with whom the shipment originates, whose name is to be listed on the air waybill as the

sender; "air waybill" means any shipping document, manifest, label, electronic entry or similar item used in the FedEx system; "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our customer automation, manifests or air waybills.

The term "shipment" means all packages which are tendered to us and accepted by us on a single air waybill. The term "valid" as it relates to account numbers means a valid FedEx Account Number that has been issued by FedEx and is in good credit standing at the time of package tender. The term "in good credit standing" means a valid FedEx account that is billed directly to a credit card or for commercial accounts, the balance does not exceed the credit limit established by FedEx. The terms "we," "our," "us" and "FedEx" refer to Federal Express Corporation and its subsidiaries and branches, as well as their respective employees, contractors, agents and independent contractors. The terms "you" and "your" include the sender/shipper, recipient/consignee and their agents, servants and employees and any other person or entity having or claiming an interest in a shipment. The terms "Guide" and "Service Guide" mean this Service Guide as modified, amended or supplemented by us from time to time. The term "transportation charges" means amounts assessed for the movement of a shipment and does not include any other fees or charges which may be assessed under this Guide, including, but not limited to, declared value charges, Customs duties and taxes. The term "FedEx International Express Services" means FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Priority Plus, FedEx International Broker Select, FedEx International Priority DirectDistribution and FedEx International Economy.

ACCOUNT NUMBERS

A valid FedEx Account in good credit standing is required for all shipments unless cash (not accepted at all FedEx locations), check, money order or credit card payment is made at time of shipment.

The use of a valid, FedEx Account ensures that (a) FedEx invoices are sent to the proper locations for payment; (b) account activity is summarized by our system and; (c) the payor is billed appropriately. If a valid, "bill to" account number is not provided, a special handling fee of $10 may apply for U.S. export shipments. For "Bill Recipient" transactions, the recipient should have a valid FedEx Account in good credit standing, and that account number should be entered on the air waybill. For "Bill Third Party" transactions, the third party's valid, in good credit standing, FedEx Account Number MUST be given at time of tender. If the recipient or third party fails to pay any transportation charges and other fees, including, but not limited to, duties and taxes, the sender is ultimately responsible for payment. Account numbers are issued by shipping location and are nontransferable. Any misuse may result in a loss of all discounts and/or discontinuance of service.

IF THE ACCOUNT TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE DELAYED OR RETURNED BY FEDEX UNTIL ALTERNATE PAYMENT ARRANGEMENTS ARE COMPLETED. IF THE PACKAGE IS DELAYED OR RETURNED BECAUSE THE ACCOUNT IS NOT IN GOOD CREDIT STANDING, THE MONEY-BACK GUARANTEE WILL NOT APPLY.

For customers utilizing our automated systems, a FedEx Account Number is required for "Bill Sender," "Bill Recipient" and "Bill Third Party" transactions at the time of shipment.

All requests for account numbers are subject to prior credit investigation and verification by our Credit Department and/or Customer Service Account Confirmation Department. We will establish a credit account for businesses only, and an account may be terminated if business status cannot be confirmed. We do not offer consumer credit privileges. Any individual shipping for personal use must prepay the transportation charges or establish a FedEx account for billing direct to a major credit card. The party to whom a FedEx Account Number is issued is liable for all charges to the account. The account holder is responsible for the safekeeping of account holder's account number and should release the number only to those authorized to ship on the account. The account holder bears the risk of all unauthorized use of account holder's FedEx Account Number.

Failure to keep your FedEx account current (all invoices paid within 15 days from invoice date) will result in your account being placed on a "cash only" status. Utilization of an account on "cash only" status may result in package delay, rejection or return until arrangements for payment are completed. If the account number to be billed is not in good credit standing, the package may be delayed or returned by FedEx until an alternate form of payment is secured. If a package is held because the account is not in good credit standing, the Money-Back Guarantee will not apply.

Customers requesting removal from cash-only status must contact the Revenue Recovery Department at: (901)360-7400. To receive an open line of credit, customers with a history of

delinquency may be required to agree to bank draft arrangements for payment on account.

The term "valid" as it relates to account numbers means a valid FedEx Account Number that has been issued by FedEx and is currently in an active status. The term "in good credit standing" means a valid FedEx account that is billed directly to a credit card; for commercial or business accounts, this means the balance does not exceed the credit limit established by FedEx.

A valid FedEx Account Number is required in order to receive preprinted FedEx air waybills. Your FedEx account must be used to obtain your discount, if any. Your use of the account number constitutes your agreement that ALL packages shipped on your account shall be subject to the Service Conditions, as amended. FedEx may provide trade credit information on FedEx account holders to credit bureaus.

ADDRESS CORRECTION

If a recipient's address is found to be incomplete or incorrect, we may attempt to find the correct address and to complete the delivery, but we assume no responsibility for our inability to complete delivery under such circumstances. Incorrect postal codes, omitted apartment numbers and former street addresses for recipients who have relocated are examples of addresses requiring corrections. A special handling fee of $10 per correction may be assessed for this service for U.S. export shipments. If the correct address cannot be determined or if the recipient cannot be reached, we may attempt to contact the sender for instructions for further handling or to arrange the return of the shipment.

We will not be liable for failing to meet our delivery commitment time for any shipment with an incomplete or incorrect address. (See "Undeliverable Shipments.") For information regarding shipments to post office boxes, see "Post Office Box Addresses" in these Service Conditions.

BILLING

A. Invoices for transportation charges are payable within 15 days of the invoice date. Invoices for duties and taxes are payable upon receipt.

B. "Bill Sender" means the specified charges will be billed to the sender. The sender's FedEx Account Number must appear in the appropriate section of the air waybill, and the account should be current.

C. "Bill Recipient's FedEx Account Number" means charges (including duties and taxes) will be billed to the recipient. In order to choose this billing option, the recipient's FedEx Account Number MUST appear on the air waybill before it is delivered and payment on the account must be current, or the recipient must pay for the package at time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling must be to the sender's account. The sender is liable for, and will be billed for, all charges and fees in the event recipient or any third party does not pay.

D. "Bill Third Party" means the specified charges will be billed to someone other than the sender or recipient. In order to choose this billing option, the third party's valid, in good credit standing, FedEx Account Number MUST be entered in the appropriate section of the air waybill. If the third party refuses to pay, the transportation charges will automatically

be billed to the sender and duties and taxes to the recipient. If the third party does not have credit arrangements with FedEx, the sender will automatically be billed.

E. Your shipment may be delayed or returned if we determine that it is billed to a FedEx Account Number which is not in good credit standing.

F. Duties and taxes may be assessed on the contents of shipments destined for international locations. Duties and taxes may be billed to the shipper, the recipient or a third party; however, "Bill Sender Duties and Taxes" and "Bill Third Party Duties and Taxes" are options available only for deliveries to specified locations. (See FedEx Worldwide Directory.) If the shipper fails to mark one of the boxes on the air waybill to indicate the payor of duties and taxes, the recipient will automatically be billed for such charges. If there are duties and taxes on any given shipment, and we advance such duties and taxes, the payor may be assessed a surcharge based on a flat rate or a percentage of the total amount of duties and taxes advanced (whichever amount is greater).

See "Duties and Taxes" for details on the conditions under which we will advance duties and taxes.

G. Charges in freely convertible currencies other than U.S. dollars are billed to payor's account using a weekly *Wall Street Journal* conversion rate corresponding to the ship date of the air waybill, plus an exchange fee of 1.75% for U.S. payors. Charges in currencies other than U.S. dollars that are not freely convertible will be converted to U.S. dollars and billed to payor's account either at the free market rate or at the official rate at which Federal Express was permitted to purchase U.S. dollars in the relevant currency, at our sole option. The rate corresponding to the ship date will be used.

H. THE SENDER IS ALWAYS ULTIMATELY LIABLE FOR ALL CHARGES AND FEES RELATING TO A SHIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY DUTIES OR TAXES WHICH WE HAVE ADVANCED, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY.

I. Remittance should be sent to:

(Via FedEx Letter:)
FedEx Corporation
2650 Thousand Oaks Blvd.,
Suite 3100
Memphis, TN 38118

(Via U.S. Postal Service:)
FedEx Corporation
P.O. Box 1140
Memphis, TN 38101-1140

J. Invoice Adjustments/Overcharges

1. We reserve the right to audit air waybills and shipments made via an automated device to verify service selection and package or shipment weight. If the service selected or weight is incorrect, we may make appropriate adjustments to the invoice at any time.

2. Default Billing
   Senders are responsible for accurately completing all sections of the air waybill and for the entry of accurate shipment information in any automated device. Because the number of packages and weight per package are critical to our ability to correctly invoice, any omission or incorrect entry will result in a billing based on our best estimate of the number of packages transported and a standard "default" weight per

package estimate, determined (and periodically adjusted) at our discretion.

For FedEx International Priority and FedEx International Economy services, the recipient's postal code is critical to correct invoicing (to those countries that are in multiple rate scales). Any omission or incorrect entry will result in a billing based on a "default" postal code. See "Address Corrections."

3. A partial payment against an invoice is not considered a request for invoice adjustment nor notice of a refund request under the Money-Back Guarantee Policy or otherwise. Such requests must be noted on the Invoice Summary or Invoice Remittance or by attached letter indicating the nature of the request and the reason for partial payment. At the time you notify us, you must provide the account number, if any, the air waybill or package tracking number, the date of shipment, and the recipient's name, address and postal code (if applicable).

   A credit under our Money-Back Guarantee Policy will be applied only against charges for the shipment giving rise to the credit.

4. "Overcharge" means a charge based on an incorrect rate or an incorrect special handling fee, or billing for the wrong type of service, or billing based on incorrect package or shipment weight or account number. Requests to adjust for an overcharge or requests for refunds due to duplicate payment must be received within one year after the original date of shipment if the overcharge was caused by us. Requests to adjust for overcharges and requests for refunds

must be received within 60 days after the original invoice date when you have caused the error. For adjustment due to a service failure, see Money-Back Guarantee Policy.

5. Requests for adjustment should be sent to:

(Via FedEx Letter:)	(Via U.S. Postal Service:)
FedEx Corporation	FedEx Corporation
Customer Account Services	Customer Account Services
3965 Airways Blvd.,	P.O. Box 727, Dept. 4741
Module G	Memphis, TN 38194
Memphis, TN 38116	

K. If we are unable to obtain payment on any transaction billed to a credit card accepted by us, we will invoice you and you agree to pay a $10 special handling fee.

L. The shipper is responsible for all reasonable costs incurred by FedEx in attempting to obtain payment on any transaction. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

For additional information or assistance regarding billing issues, contact Customer Account Services at (800)622-1147, and ask for the International Desk, 7:00 a.m.-6:00 p.m. (CT), Monday-Friday.

BUSINESS DAYS/CARRIER HOLIDAYS

In the U.S., "business day" means Monday through Friday except for the following holidays, or the official day of observance of these holidays:

Memorial Day	New Year's Day
Independence Day	Good Friday (Puerto Rico)

Labor Day	Three Kings Day (Puerto Rico)
Thanksgiving	Constitution Day (Puerto Rico)
Christmas Day	

The business week may differ in some international locations due to local customs. Holidays in international locations will also affect our transit times. Contact Customer Service or check our Web site (www.fedex.com) for information on delivery commitments which may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day.

CARRIAGE UNDER WARSAW CONVENTION

A. As used in this Service Guide, "Warsaw Convention" or "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention as amended, whichever is applicable to the carriage or "carrier," including the air carrier issuing the air waybill and all air carriers that carry the goods or perform any other services related to the carriage.

B. When the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable. The Convention governs and, in most cases, limits our liability in respect to loss of, damage to or delay of cargo.

C. In the U.S., the Warsaw Convention limits our liability for loss or delay of or damage to your shipment to US$9.07 per pound ($20.00 per kilogram) (US$9.07 x 2.2046 = 19.995), unless you declare a higher value for carriage as described below. The interpretation of the Warsaw Convention's liability limits may vary in other countries.

D. To the extent not in conflict with the rules relating to liability for international carriage as established by the Convention, carriage and other services performed by us are subject to the provisions of this Service Guide and applicable tariffs as amended from time to time, which are incorporated in this Service Guide by reference. The tariffs, if any, may be inspected at our corporate headquarters in Memphis, Tenn.
E. FedEx assumes no obligation to carry the goods by any specified aircraft or over any particular route or to make connections at any point according to any schedules. You agree FedEx may, without notice, substitute alternate carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle.

YOU AGREE THAT THERE ARE NO STOPPING PLACES WHICH ARE AGREED AT THE TIME OF TENDER OF THE SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY WE DEEM APPROPRIATE.

CARTAGE AGENTS

We provide pickup and delivery to many international locations. (See the FedEx Worldwide Directory.) However, should you choose to use the services of a cartage agent to pick up or deliver a shipment instead of using us directly, you will be responsible for all charges and fees assessed by the cartage agent.

CLAIMS

A. We must receive your written notice of a claim for damage, delay or shortage, including perishable and spoilage damage claims due to late or delayed delivery, within 15 days after delivery of the shipment'. See Money-Back Guarantee Policy for the applicable time period to request a refund or credit of transportation charges due to untimely delivery.

B. We must receive written notice of all other claims, including, but not limited to, nondelivery or misdelivery within 90 days after we accept the shipment.

C. You may telephone Customer Service to report your claim, but you must still give us written notice of your claim within the limits referenced above.

D. Written documentation of all claims must be delivered to us within 90 days after we receive notice in accordance with paragraphs (A) or (B) above. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, copies of air waybills or other records. These documents must be verifiable. We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges.

E. The original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.

F. Except as provided in paragraph (G) below, receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition.

G. In the case of a claim for concealed damage which is not discovered at the time of delivery, the sender or recipient must notify us as promptly as possible after the discovery of the damage, and in any event not later than 15 days after the date of delivery.

H. FedEx does not consider shockwatch, tiltmeter or temperature meter gauge results in evaluating damage claims.

I. The right to damages against us under any cause of action arising from the transportation of packages pursuant to the Guide shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

C.O.D. SERVICE

We do not offer C.O.D. Service to international destinations. A package or shipment marked "C.O.D." will be returned and all related charges will be billed to the sender.

CREDIT TERMS

The invoice date begins the credit term cycle, and payment for transportation charges must be received within 15 days from the invoice date. Duties, taxes and other fees are payable immediately upon receipt of our invoice. If transportation charges and duty and taxes are on the same invoice, all charges are due upon receipt of invoice. Failure to keep your FedEx account current will result in your being placed on a "cash only" status. This status may impair your ability to use our services and may have an effect on your discount program. In the event your account is placed on a "cash only" basis, credit privileges will not be restored until you have paid all past-due balances in full. In the event prompt payment is not made and your account is placed on a "cash only" basis, you agree to be liable for all reasonable costs, which include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs. We may decline to restore credit privileges, even if all costs, fees and expenses are paid. Customers requesting removal from "cash only" status must contact the Revenue Recovery Department at (901)360-7400. To obtain credit privileges, customers may be required to agree to bank draft arrangements for payment on account. We do not provide consumer credit privileges.

Refunds for overpayments of transportation charges will not be issued when your FedEx account is more than 60 days past due, but rather the amounts overpaid will be applied against any invoices more than 60 days past due.

IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT OR RETURNED

UNTIL ALTERNATE PAYMENT IS ARRANGED. IF PACKAGES ARE HELD BECAUSE THE ACCOUNT IS NOT IN GOOD CREDIT STANDING, THE MONEY-BACK GUARANTEE WILL NOT APPLY, AND CREDIT WILL NOT BE GIVEN FOR LATE DELIVERY OR NONDELIVERY.

CUSTOMS CLEARANCE

A. All shipments which cross international borders must be cleared through Customs in the destination country prior to delivery to the recipient.

B. Except as provided in paragraph (F) below or where you specify a broker other than FedEx, we will submit FedEx International Priority or FedEx International Economy shipments to Customs and other regulatory agencies for clearance, and will advance duties and taxes on behalf of the sender and recipient provided appropriate credit arrangements have been made in advance. (See "Billing," "Duties and Taxes" and "FedEx International Broker Select.")

C. In some instances, at our option, we accept instructions from recipients to use a designated Customs broker other than the FedEx broker even where the shipper has not selected FedEx International Broker Select. In addition, in some instances, we accept instructions from the recipient to use a designated Customs broker other than the broker selected by the shipper under FedEx International Broker Select.

D. When shipments are held by Customs or other agencies due to incorrect or missing documentation, we may attempt first to notify the recipient. If local law requires the correct information or documentation to be submitted by the recipient and recipient fails to do so within a reasonable time as we may determine, the shipment may be considered undeliverable. (See "Undeliverable Shipments.") If the recipient fails to supply the required information or

documentation and local law allows the sender to provide the same, we may attempt to notify the sender. If sender also fails to provide the information or documentation within a reasonable time as we may determine, the shipment will be considered undeliverable. (See "Undeliverable Shipments.") We assume no responsibility for our inability to complete a delivery due to incorrect or missing documentation, whether or not we attempt to notify the recipient or sender.

E. Shipments requiring documentation in addition to the FedEx International Air Waybill (e.g., a Commercial Invoice) may require additional transit time. Proper completion of necessary documentation and complete and accurate commodity descriptions (e.g., men's shirt/100% cotton/made in U.S.A.), including the appropriate Harmonized Tariff Schedule Code, are the responsibility of the shipper.

F. All nondocument shipments to Anguilla, Antigua, Martinique, Montserrat, St. Kitts and Nevis, regardless of value, must be cleared through Customs by the recipient. All nondocument shipments to St. Vincent, Uruguay and Grenada valued over $50; to Argentina valued over $250 and greater than 50kgs.; to Chile valued over $500; and to Brazil valued over $500, must be cleared through Customs by the recipient. In these cases, Customs paperwork will be delivered to the recipient. In this instance, delivery of paperwork constitutes shipment delivery.

G. U.S. Customs regulations require the IRS Employer Identification Number (EIN) or, if an individual, the Social Security Number (SSN) of the U.S. recipient for certain shipments being imported into the United States. THIS INFORMATION MUST BE INCLUDED ON THE INTERNATIONAL AIR WAYBILL AND COMMERCIAL INVOICE FOR ALL U.S. IMPORT SHIPMENTS. The EIN or SSN must be on file with the U.S. Customs Service. Any changes to a company name, address or the EIN/SSN should be provided to FedEx for system, updating.

Shipments which arrive in the U.S. that do not have the correct EIN or SSN may be detained until that information can be obtained from the recipient or otherwise determined.

This U.S. Customs Service requirement applies to U.S. import shipments with a declared value for Customs of US$1,250* or more and for the following commodities regardless of value: textiles or textile products, leather or leather products, or other goods that are restricted or controlled requiring a formal entry by the U.S. Customs Service, and shipments processed electronically through the Automated Broker Interface/Automated Commercial System (ABI/ACS).

** This limit is subject to change. Call FedEx International Customer Service at (800) 247-4747 for current in formation.*

H. U.S. inbound import shipments containing Printed Matter Material or Non-Document commodities valued at US$200 or less, excluding articles that are restricted or controlled (e.g., textiles and textile products, leather and leather products), certain rubber and plastic articles, and articles regulated by other governmental agencies (e.g., Food and Drug Administration, U.S. Department of Agriculture, Federal Communications Commission, EnvironmentalProtection Agency, Alcohol Tobacco and Firearms, U.S. Fish and Wildlife Service) may be shipped via FedEx International Mail Service. U.S. Customs clearance processing will be accomplished within the provisions of General Headnote 16(c) or 19USC 13217. In addition to meeting commodity acceptability, the shipment must originate from a single non-U.S, shipper/exporter, and each individual consignment within the mail shipment cannot exceed US$200.

I. Shipments which contain goods or products that are regulated by multiple agencies of the U.S. Government (e.g., U.S.D.A., F.D.A., F.C.C.) may be delayed for clearance.

J. We assume no liability or responsibility for our inability or failure to complete a delivery or a delay to any delivery due to acts or omissions of Customs or other agencies.
K. Sender is responsible for making sure goods shipped internationally are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted are sender's responsibility.

DANGEROUS GOODS
A. We accept most classes of dangerous goods to and from "D" designated locations (see FedEx Worldwide Directory) between the following countries: United States (within Alaska, only AM and PM locations in Anchorage, Fairbanks and Kenai Peninsula), Europe, Japan, Canada, Barbados, St. Maarten, Aruba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea.
B. All packages containing dangerous goods must be limited to the materials and quantities authorized for air transportation according to the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations. Each shipment must be accompanied by a minimum of two copies of a properly executed Shipper's Declaration for Dangerous Goods, when required in accordance with the regulations. A 24-hour emergency response telephone number must be included on all Shipper's Declarations, excluding magnetized materials. Sender must provide all information required and complete all boxes pertaining to dangerous goods on the FedEx air waybill.

C. Dangerous goods should not be packaged in any FedEx packaging, including the FedEx 10kg Box and FedEx 25kg Box. A dangerous goods package should be of such size that there is adequate space to affix all necessary markings, labels and documentation.

D. Dangerous goods shipments are not accepted at every FedEx location and are never accepted at FedEx Drop Boxes or Mini-Centers. Please contact Customer Service for complete details.

E. For FedEx International Airport-to-Airport shipments only -- separate air waybills must be used when dangerous goods and nondan-gerous goods shipments are sent to the same recipient on the same day.

F. Division 6.1 Poisons in packing groups I and II have additional restrictions. Call lo800oGooFedEx and ask for the Dangerous Goods Hotline for more information.

G. Class 7 Radioactives are accepted only between specified locations in the U.S., U.K., Canada, the Caribbean and France. Call l•800•Go•FedEx (800-463-3339) and ask for the Dangerous Goods Hotline for more information.

H. Each dangerous goods shipment must be accompanied by the 8-1/2" Shipper's Declaration for Dangerous Goods when required. (See "Packaging and Marking.") Title 49 CFR paperwork cannot be used for international dangerous goods shipments and such shipment will be returned to the shipper.

I. Accessible Dangerous Goods shipments may only be shipped by FedEx International Priority or FedEx International Priority Freight services and will be assessed an Accessible Dangerous Goods special handling fee of $60 per shipment. Inaccessible Dangerous Goods shipments may be shipped by FedEx International Priority, FedEx International Economy (to Canada and Puerto Rico only) and FedEx International Priority Freight services and will be assessed a $40 special handling fee per shipment. The shipper should contact Customer Service (l•800•Go•FedEx) if they need assistance in determining whether their dangerous goods are accessible or inaccessible.

Accessible Dangerous Goods may be shipped with FedEx International Express Freight service. Accessible Dangerous Goods may be shipped with FedEx International Airport-to-

Airport service only on a limited basis -- please contact the FedEx Freight Services Desk at (800) 332-0807 for availability. For Dangerous Goods special handling fee, please check applicable tariffs.

J. For dangerous goods shipments picked up on Saturday and destined for any European city, one day will be added to the delivery commitment.

K. "Hold at FedEx Location" Service for dangerous goods shipments is available only at certain FedEx locations in Europe, Canada and Japan. Call Customer Service for complete details.

L. Dangerous goods which may be acceptable, depending on destination (see FedEx Worldwide Directory) include gases, flammable liquids, flammable solids, oxidizers, corrosives, organic peroxides, poisons, infectious substances and dry ice (IATA classes 2, 3, 4, 5, 6, 7, 8, 9). The following Class 8 corrosives will not be accepted for carriage:

1. UN 2031 Nitric acid, over 40% concentration
2. UN 1796 Nitrating acid mixtures, over 40% concentration
3. UN 1826 Nitrating acid mixtures, spent over 40% in original solution
4. UN 1873 Perchloric acid, over 50% concentration
5. UN 2809 Mercury

M. Explosives (excluding Class 1.4) and Labelled (White I, Yellow II, III) Plutonium are unacceptable to all destinations. Class 1.4 explosives are acceptable to Japan, Canada, Germany, United Kingdom. N. Any concentration of solid or liquid Polychlorinated Biphenyls (PCBs), or environmental samples suspected of containing PCBs, will be accepted by FedEx only if prepared in accordance with IATA packing instruction 907. In addition to restricting shipments to this packing instruction, FedEx requires that PCB shipments utilize combination packaging consisting of inner metal containers (IP3 or IP3A) inside an outer metal drum (1A2).

Absorbent material must be sufficient to fill all available space.

O. Excluding magnetized material, Dangerous Goods shipments which require a Dangerous Goods Shipper's Declaration and originate in, are destined for or which transit the U.S., must include a 24-hour emergency response telephone number on the Shipper's Declaration.

P. If a Dangerous Goods shipment damages or contaminates any property, FedEx has the right to recover from shipper any and all costs, fees and expenses incurred in connection with such damages or contamination, including all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

Q. For more information regarding Dangerous Goods regulations and requirements, call 1•800•Go•FedEx (800-463-3339) and ask for the Dangerous Goods Hotline.

R. Any wet or leaking package or any package with a foul odor will not be accepted for shipment.

S. The United States Department of Transportation (DOT) regulates the movement of dangerous goods by all modes of transportation. The Federal Aviation Administration (FAA) is a branch of the DOT and oversees dangerous goods shipments by air. When FedEx and all air carriers encounter improperly declared or undeclared shipment of dangerous goods, we are mandated to report the incident to the DOT/FAA. Penalties for such shipments can range up to $500,000 and five years in jail.

The DOT/FAA also requires every shipper to have job-specific dangerous-goods training prior to offering a dangerous-goods shipment to FedEx or another air carrier.

DECLARED VALUE AND LIMITS OF LIABILITY

A. If for any reason the Warsaw Convention (see "Carriage Under Warsaw Convention") does not govern our liability,

our maximum liability for loss, damage or delay or any claim with regard to any shipment moving to or from the U.S. is limited to US$100 or US$9.07 per pound, whichever is greater, unless the sender declares a higher value of carriage on the air waybill, and a charge is paid therefore as provided in paragraph (B). FedEx International Broker Select shipments to many countries are allowed to exceed the country declared value for CARRIAGE limit (but not the FedEx International Priority maximum of $50,000 per shipment). (See FedEx Worldwide Directory.)

B. If you declare a higher value for CARRIAGE, a charge of US$0.40 will be assessed for each US$100 (or fraction thereof) by which the declared value for carriage exceeds the US$100 or US$9.07 per pound liability limitation, whichever is applicable. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY OF A SHIPMENT WILL NOT EXCEED ITS REPAIR COSTS, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

C. The maximum declared value for CUSTOMS and CARRIAGE for a FedEx Letter or a FedEx Pak, regardless of destination, is US$100 or US$9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding US$100 should NOT be shipped in a FedEx Letter or FedEx Pak.

D. The maximum declared value for CUSTOMS and CARRIAGE for a FedEx International Priority shipment, if other than a FedEx Letter or FedEx Pak, can be found either on the FedEx Web site (www.fedex.com) under the individual country listing or in the FedEx Worldwide Directory.

E. Shipments containing the following items of extraordinary value are limited to a maximum declared value for CARRIAGE of US$500 or US$9.07 per pound, whichever is greater. Please note that import of any of the following items

may be totally prohibited by individual countries and that a lower declared value limitation for a country will control this stated limitation for such items (see FedEx Worldwide Directory):

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited edition prints, fine art, statuary, sculpture, collectors' items, photographic negatives, photographic chromes, photographic slides and any other commodity that by its inherent nature is particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.
2. Antiques, including any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, glassware and collectors' items such as coins, stamps, sports cards, souvenirs and memorabilia.
3. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.
4. Jewelry, including, but not limited to, watches and their parts, precious and semiprecious gems or stones whether cut or uncut, industrial diamonds and costume jewelry.
5. Precious metals, including, but not limited to, gold and silver bullion, dust, precipitates or platinum (except as an integral part of electronic machinery).
6. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.

F. THE DECLARED VALUE FOR CARRIAGE CANNOT EXCEED THE DECLARED VALUE FOR CUSTOMS.

G. When the sender has not specified the declared value for carriage of each package on an air waybill, but has specified a total declared value for all packages, the declared value for each package will be determined by dividing the total declared value by the number of packages on the air waybill unless you produce evidence verifiable to our satisfaction supporting a different allocation. In no event may the declared value of any package in a shipment exceed the declared value of the total shipment.

H. Notwithstanding anything else in this Service Guide, we are not liable for any loss of, damage to or delay, misdelivery or nondelivery of unacceptable shipments, including, but not limited to, cash or currency. See "Restrictions" on p. 115.

I. Notwithstanding anything else in this Service Guide, we are not liable for any loss, damage or delay to any package that is not adequately packaged by the shipper.

If you send a shipment pursuant to an airline interline agreement, additional restrictions may apply.

J. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS SERVICE GUIDE IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THIS SERVICE GUIDE AS TO SUCH SHIPMENT. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

DIMENSIONAL WEIGHT (VOLUMETRIC WEIGHT)

We reserve the right to assess transportation charges based on the International Air Transport Association (IATA) volumetric standard. Currently, dimensional weight pricing is applicable, on a per package or shipment basis, on all shipments larger than one cubic foot. Single-piece shipments in the following FedEx packaging are not currently subject to dimensional weight pricing: FedEx Letter, FedEx Pak, Small FedEx Box, Medium FedEx Box, Large FedEx Box and FedEx Tube.

Under the current IATA standard (which is subject to change without notice), dimensional weight is determined by multiplying a package's length x height x width (all in inches) and dividing the total by 166 (standard density in cubic inches per pound). If the resultexceeds the actual weight, charges may be assessed based on the dimensional weight.

FedEx automated system customers who fail to apply the dimensional weight calculation to a package at the time of processing may be assessed additional transportation charges based on the dimensional weight via a supplemental invoice from FedEx.

DROP-OFF

Customers are encouraged to drop off packages at staffed and unstaffed FedEx locations. This includes FedEx Drop Boxes, FedEx World Service Centers, FedEx ShipSites and FedEx Authorized ShipCenters. No discount will be provided for dropping off packages at FedEx locations. The rates in this FedEx Service Guide are based upon the package being tendered at a FedEx location, and an additional $3 charge will apply to packages picked up by FedEx. This charge may not apply for customers participating in a discount program or who have regular pickup with FedEx (see "Pickup and Delivery" and "Regular Stop Pickup").

Dangerous Goods shipments are not accepted at and should never be placed in a FedEx Drop Box.

FedEx Drop Boxes are not serviced on Saturday, and pickup of packages in Drop Boxes will not occur until the following business day. See other important Saturday drop-off information under "Saturday Service."

DUTIES AND TAXES

A. In order to comPlete clearance of certain items through Customs, we may be required to advance on your behalf certain duties and taxes as assessed by Customs officials. For all shipments we may contact the payor before Customs clearance is complete to confirm the arrangements for reimbursement of amounts to be advanced. In our sole discretion, we may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that we believe are not creditworthy, and of shipments with high declared values.

B. Duties and taxes may generally be billed to the sender, the recipient or a third party. If the sender fails to designate a payor in the appropriate area on the air waybill, duties and taxes will automatically be billed to the recipient where allowed. "Bill Sender Duties and Taxes" and "Bill Third Party Duties and Taxes" are options available only for deliveries to specified locations (call International Customer Service at (800)247-4747 or see the FedEx Worldwide Directory). REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SENDER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES IF PAYMENT IS NOT RECEIVED.

C. In the event we advance duties and taxes on any given shipment on behalf of the payor, the payor will be assessed a surcharge based on a flat rate or percentage of the total amount advanced. This surcharge will vary dependent upon

the destination country. For U.S. import shipments, the surcharge is either 2% of the total amount advanced or $5, whichever is greater.

D. If a recipient from whom reimbursement confirmation is requested refuses to pay the duties and taxes assessed for Customs clearance processing, we may contact the sender, who may elect to pay such amounts. If the sender refuses to make satisfactory arrangements to reimburse us, the shipment may be returned to the sender or placed into a General Order warehouse or a Customs-bonded warehouse. The sender will then be responsible for payment of both the original transportation charges and the return charges. If we advanced any amounts as duties and taxes at either the original destination or upon return, the sender shall also be liable for such amounts.

E. Shipments marked "Bill Recipient Duties and Taxes" may be delayed if we are not able to reach the recipient to obtain satisfactory confirmation of arrangements to reimburse us for amounts to be advanced for duties and taxes. Any shipment may be delayed if we are not able to obtain satisfactory confirmation of arrangements to reimburse us for amounts to be advanced for duties and taxes. These delays are liabilities not assumed and are not service failures and are not covered by the Money-Back Guarantee. (See "Liabilities Not Assumed" and Money-Back Guarantee Policy.)

F. Invoices for duties and taxes are payable immediately upon receipt.

G. Payment for duties and taxes will be made by one of the following means at the sole discretion of FedEx: cash, check (personal or business, provided valid identification is offered), money order, traveler's check, debit or deferment account.

H. In the event that we require confirmation of duties and taxes reimbursement arrangements from the recipient, we will attempt to contact the recipient no later than 12:00 noon on the day the shipment is available for Customs clearance in the

destination country and inform the recipient of the estimated duties and taxes amount. If an arrangement satisfactory to us is made, the shipment will then be cleared through Customs and delivered. If the shipment clears Customs by 5:00 p.m. on the day arrangements are confirmed, delivery will be scheduled for the next business day by 5:00 p.m. In the event we have cleared packages on your behalf and you do not have credit arrangements with FedEx, payment may be required prior to the release of your freight.

I. In the event the accuracy or propriety of duties and taxes assessed on a shipment is disputed, FedEx or its designated broker may review the shipping documents tendered with the shipment. If, after such review, FedEx determines that the duties and taxes were properly assessed, the shipper agrees to pay the duties and taxes so assessed.

EXPORT CONTROL LAWS

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including, but not limited to, the export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to the air waybill such documents as necessary to comply with such laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you are listed on the Table of Denial Orders maintained by the U.S. Department of Commerce. You also warrant that you will not attempt to ship to persons or entities listed as Specially Designated Nationals by the U.S. Treasury Department. FedEx will not carry shipments which are in violation of any U.S. export laws. We assume no liability to you or any other person for any loss or expense -- including, but not limited to, fines and penalties -- due to your failure to comply with any export laws, rules or regulations.

FEDEX INTERNATIONAL BROKERSELECT®

FedEx International Broker Select ("BSO") permits shippers to use FedEx International Priority or FedEx International Economy while designating a specific Customs broker other than FedEx or our designated broker. BSO is available only to selected countries and only where the broker selection box is completed. (See FedEx Worldwide Directory.)

The FedEx International Express terms and conditions in these Service Conditions apply to FedEx International Broker Select shipments with the following modifications:

A. Delivery Commitment

If the sender or recipient specifies a Customs broker other than FedEx or our designated broker (where this option is available) and if the shipment is to be released to the designated broker in bond, our delivery commitment is met if we notify the broker of the availability of the shipment by noon on the first business day the shipment is scheduled to be available for Customs clearance in the destination country.

However, if the sender or recipient specifies a Customs broker other than FedEx or our designated broker and we retain custody of the shipment and are responsible for the delivery of the shipment following receipt of the appropriate Customs release paperwork from another Customs broker, our delivery commitment time is modified by adding one business day for each day or portion thereof that our receipt of such Customs release paperwork is delayed due to inspection, sampling requirements, errors or omissions in your documentation, or acts, errors or omissions by the Customs broker designated by the sender or recipient.

B. Money-Back Guarantee

FedEx International Broker Select shipments for which we fail to meet the delivery commitments described in paragraph (A) above are eligible for our Money-Back Guarantee subject to the terms and conditions of our Money-Back Guarantee Policy.

C. Saturday service is not available for BSO shipments.

D. An additional routing (AR) surcharge applies to your BSO shipments if:

1. A Customs broker designated by you clears your shipment;
2. We deliver the shipment to the consignee; and,
3. The consignee's location is served by a different FedEx clearance point than the broker's.

E. An unlimited number of commodities may be shipped using a single air waybill.

F. Declared value for Carriage and Customs limits vary by country and are listed separately from FedEx International Priority limits in the FedEx Worldwide Directory.

G. Commodity Acceptability:

1. All commodities currently acceptable for FedEx International Priority.
2. In addition, the following items are acceptable for FedEx International Broker Select; however, certain restrictions do apply Please contact Customer Service for destination requirements:
   - **a.** Products from animals, marine life or fowl;
     Note: For U.S. imports, these commodities are acceptable to only these cities:

MSY/New Orleans, LA	DFW/Dallas/Ft. Worth, TX
ORD/Chicago, IL .	HNL/Honolulu, HI
JFK/New York City, NY	MCO/Orlando, FL
PDX/Portland, OR	LAX/Los Angeles, CA
SEA/Seattle, WA	MIA/Miami, FL
SFO/San Francisco, CA	

   - **b.** Firearms and parts thereof;
   - **c.** Plants and plant products;
   - **d.** Personal effects shipments claiming exemption from duty; and,

e. Shipments moving under Temporary Import Bonds (TIB) for import into the U.S. only. TIB shipments previously imported into the U.S. but now being tendered for export from the U.S. are not acceptable.

H. If a broker's address is found to be incomplete or incorrect, we may attempt to find the correct address and to complete the delivery, but we assume no responsibility for our failure to complete delivery under such circumstances. Incorrect postal codes, omitted apartment numbers and former street addresses for brokers who have relocated are examples of addresses requiring corrections. A special handling fee of $10 per correction will be assessed for this service for U.S. export shipments. If the correct address can't be determined or if the broker can't be reached, we may attempt to contact the sender for address clarification or instructions to return the shipment. We will not be liable for failing to meet our delivery commitment time for any shipment with an incomplete or incorrect broker address. (See "Undeliverable Shipments.")

I. FedEx Letter and FedEx Pak shipments are not eligible for BSO.

J. FedEx will not advance or bill any duties and taxes if the BSO service has been selected.

K. FedEx reserves the right to clear the shipment if the broker cannot be determined or will not perform clearance or if complete broker information is not provided (including name, address, phone and postal code). If FedEx clears the shipment, all terms and conditions of FedEx International Priority apply.

L. FedEx may route the shipment to the FedEx bonded warehouse closest to the broker.

FEDEX INTERNATIONAL ECONOMY℠

FedEx International Economy is a time-definite, door-to-door, Customs-cleared service for shipments of packages from the U.S. to select international destinations.

The terms and conditions for carriage of FedEx International Express shipments will apply with the following exceptions:

A. Transit and delivery commitments vary by origin and destination. Call International Customer Service for details. Any international shipment is subject to International dateline and customs clearance and other regulatory delays. For more information, call International Customer Service, (800) 247-4747:

B. Pickup and delivery are available Monday through Friday. Saturday service is not available, except in countries where Saturday is a regular business day.

C. FedEx International Economy is only available between the United States and the following countries: Argentina, Belgium, Brazil, Canada, Chile, Colombia, France, Germany, Great Britain, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malaysia, Netherlands, Puerto Rico, Singapore, Spain, Switzerland, Taiwan, the United Arab Emirates and Venezuela. It is also available to and from Puerto Rico.

D. Our Money-Back Guarantee only applies to FedEx International Economy shipments from the United States to Canada and Puerto Rico.

E. Shipments of dangerous goods are not acceptable. Inaccessible Dangerous Goods are acceptable only to and from Canada. Call 1•800•Go•FedEx (800-463-3339) for other commodity restrictions.

F. FedEx International Broker Select is available with FedEx International Economy.

G. FedEx Letter, FedEx 10kg Box and FedEx 25kg Box shipments are not eligible for FedEx International Economy. The 1-lb. rate will apply for all packaging up to 1 lb.

FEDEX INTERNATIONAL FIRST SM

The terms and conditions for carriage of FedEx International Express shipments will apply with the following exceptions:

A. FedEx International First is available from points in the United States, Canada and Puerto Rico to six major metropolitan cities in Europe*. FedEx International First is also available **from** select countries in Europe and Asia to all A1 ZIP codes in the United States. FedEx International First is only available to the selected locations and postal codes. For additional information, call (800)247-4747.

* *Postal code required.*

B. The following are not available for FedEx International First: FedEx® Collect on Delivery Service (C.O.D.), Hold at FedEx Location Service, FedEx International MailService®, FedEx International Broker Select® and FedEx Financial Document Option℠. Cut flowers and dangerous goods, except for dry ice, are not acceptable for transportation by FedEx International First.

C. For FedEx International First, we will provide three (3) delivery attempts. For shipments that cannot be delivered on the first delivery attempt, we will reattempt delivery by 10:30 a.m. on the day of the first attempted delivery. If necessary, a second reattempt will occur by 10:30 a.m. the following business day.

D. Current FedEx International Priority size and weight restrictions apply. We will not accept pieces weighing more than 150 lbs. Packages that exceed 108" in length and 130" in length and girth combined are not acceptable.

E. Saturday delivery is not available for FedEx International First. Shipments from international points may be picked up on Saturday in our AA and AM primary service areas (see FedEx Worldwide Directory) in the U.S. for a special handling fee of $10. There will be no additional charge for shipments dropped off on Saturday at a FedEx location.

We do not pick up from FedEx Drop Boxes on Saturdays. The ship date for packages deposited in a FedEx Drop Box on Saturday will be the following Monday. Saturday delivery is available to selected international locations. Please call Customer Service for more information. For shipments destined for the U.S., Saturday pickup is available where Saturday is a regular working day.

FEDEX INTERNATIONAL MAILSERVICE®

FedEx International MailService enables you to ship a collection of international mail via FedEx service. The terms and conditions of carriage of FedEx International Express Shipments apply to FedEx International MailService with the following exceptions:

A. We or our designee will affix postage and tender the FedEx International MailService shipments to a postal authority for delivery to the final destination. Our responsibility for and our liability with respect to FedEx International MailService shipments terminates upon tender to a postal authority.

B. NO MONEY-BACK GUARANTEE is applicable to FedEx International MailService shipments.

C. FedEx International MailService shipments originating in the U.S. must utilize the special FedEx International MailService Air Waybill.

D. The minimum billable shipment weight is 3.3 Ibs. for each shipment.

E. Special rates apply to FedEx International MailService shipments.

F. If you do not designate either Premium or Standard Service on the front of the FedEx international MailService Air Waybill, you will be charged for Premium Service.

G. FedEx International MailService shipments for export from the U.S. may consist only of letters, letter packages, postcards and printed matter and certain dutiable items valued

at less than US$25, weighing less than 4.4 Ibs., and not otherwise subject to import or export restrictions in' the U.S. or any destination country. Many dutiable items, items prohibited in the international mails, and items that are prohibited entry by a particular country may not be shipped via FedEx International MailService. We will not be responsible for any losses or damages incurred by you or others due to the refusal of any postal authority to accept a FedEx International MailService shipment.

H. Most nondutiable printed materials may be shipped via FedEx International MailService, including, but not limited to: accounts (fully printed), advertising leaflets, agendas (fully printed), almanacs, amendments (loose leaf), annuals, antique books, articles of association (booklet form), astronomical charts (book form), atlases, autograph books (completed), books, booklets, brochures, bulletins, catalogs, charts (geographical, topographical or hydrographical), circulars, cigarette cards, children's coloring books, company reports, comics, cookery cards, crossword books, diaries (completed), dictionaries, directories, encyclopedias, election addresses, fixture lists, football programs, geological maps, handbills, holiday and tourist guides, hymn books, instruction manuals, journals, knitting patterns, leaflets, looseleaf books, magazines, mail order catalogs, manuals, maps, memoranda of association (booklet form), menus (fully printed), missals, monographs, music, music scores, newspapers, painting books (children's), pamphlets, part works, periodicals, picture books, poll cards, poster magazines, prayer books, price lists, recipe books, road maps, scrapbooks (completed), sports programs, staff journals, textbooks, theses, timetables (in book or leaflet form), topographical plans, tracts, trade catalogs, travel brochures, trade directories, wine lists (fully printed).

I. Dimensionalization. FedEx International MaiiService shipments are NOT subject to dimensionalized weight rating.

J. Bag Weight Limit. No more than 50 Ibs. should be placed in one FedEx International MailService bag. Multiple-piece shipments on one air waybill are allowed. If necessary, customers may use their own packaging.

K. U.S. inbound import shipments containing Printed Matter Material or Non-Document commodities valued at US$200 or less and EXCLUDING articles that are restricted or controlled (e.g., textiles and textile products, leather and leather products), certain rubber and plastic articles, and articles regulated by other governmental agencies (e.g., Food and Drug Administration, U.S. Department of Agriculture, Federal Communications Commission, Environmental Protection Agency, Alcohol Tobacco and Firearms, U.S. Fish and Wildlife Service) may be shipped via FedEx International MailService. U.S. Customs clearance processing will be accomplished within the provisions of General Headnote 4(c) or 19USC 321(a)(2)(c). In addition to meeting commodity acceptability, the shipment must originate from a single non-U.S, shipper/exporter, and each individual consignment within the mail shipment cannot exceed US$200.

FEDEX INTERNATIONAL PRIORITY®

FedEx International Priority is a time-definite, door-to-door, cus-toms-cleared delivery service for shipments of documents and packages from the U.S. to selected international destinations. Maximum size and weight limits are 150 Ibs. per piece, 108 inches in length and 130 inches in length and girth combined. All terms and conditions for carriage of FedEx International Express Shipments will apply.

FEDEX INTERNATIONAL PRIORITY® FREIGHT

A. All terms and conditions for carriage of FedEx International Express shipments will apply with the following exceptions:

1. Size and Weight Restrictions:

Determine the size and weight of your shipment. 70" maximum height, 119" maximum length and 300" maximum length and girth for each package. Package dimension limits may vary by destination. Call Customer Service for details. Packages from 151 to 1,500 Ibs. may be allowed for carriage. Shipments in excess of 1,500 Ibs. may be accepted with prior approval as long as all packages conform to limits listed above. Items weighing 150 Ibs. or more must be shipped on a forkliftable base.

2. FedEx International Priority Freight cannot be used to **ship consolidated shipments.**

B. Packages over FedEx International Priority dimensions but within FedEx International Priority Freight dimensions listed above may be shipped with FedEx International Priority Freight. A 151-1b. minimum rate charge will apply.

C. Commitment times vary by destination and are based on FedEx International Priority transit times and freight delivery standards for each location within the countries where service is available. Call (800)247-4747 for details and commitments.

D. Saturday delivery service is not available for FedEx International Priority Freight.

E. Declared Value: FedEx International Priority Freight shipments are limited to a maximum declared value of US$50,000 to most destinations. Contact your FedEx Account Executive or Customer Service for complete information.

FEDEX INTERNATIONAL PRIORITY DIRECTDISTRIBUTION[SM]

FedEx international Priority DirectDistribution allows one shipper the ability to ship a door-to-door, customs-cleared, bulk shipment containing individual packages to multiple recipients within the same destination country.

FedEx International Priority DirectDistribution is offered from the following countries: Belgium, Canada, France,

Germany, Great Britain (England, Scotland, Wales), Hong Kong, Italy, Japan, Luxembourg, Malaysia, the Netherlands, the Philippines, Singapore, South Korea, Switzerland and Taiwan to the United States, and from the United States to Canada.

All terms and conditions for carriage of FedEx International Express Shipments will apply to FedEx International Priority DirectDistribution with the following exceptions:

A. The transit time for FedEx International Priority DirectDistribution is two to four business days, assuming no customs delays.

B. FedEx International Priority DirectDistribution accepts individual packages up to a maximum weight of 683 kilos or 1,500 Ibs. An individual package cannot measure more than 70 inches in height, 119 inches in length and 300 inches in length plus girth {(length + (2 x height) + (2 x width)}. Individual package dimension limits may vary by destination. There is no limit on total shipment weight.

C. Advance arrangements must be made through your Account Executive for all FedEx International Priority DirectDistribution shipments, and you must execute additional documentation required prior to tendering any FedEx International Priority DirectDistribution shipments.

* *Shippers must use a specifically configured FedEx Automation Device when shipping via FedEx International Priority DirectDistribution.*

D. Pickup and delivery will be available on standard business operating days.

E. The entire FedEx International Priority DirectDistribution shipment must be consigned from one shipper.

F. There must be one importer of record for the entire FedEx International Priority DirectDistribution shipment. (The importer of record does not have to be an actual recipient.)

G. FedEx International Priority DirectDistribution carries a 100 kilogram/220 pound minimum. The minimum applies as a monthly average of all shipments. However, a developmental program, allowing the account to achieve this minimum in a six months period, is available.

H. Actual or dimensional weight, whichever is greater, will be the basis for the transportation charges, based on total shipment weight.

I. Extended Service Area surcharges will not apply.

J. FedEx International Priority DirectDistribution shipments may be accepted only at prearranged FedEx locations.

K. Dangerous goods cannot be shipped through FedEx International Priority DirectDistribution.

L. Pricing (only available through your Account Executive) includes both a "package" charge and a "weight" charge.

M. A split billing option for transportation charges is available for shipments moving inbound to the U.S. from Asia and Europe. Customers on split billing can split FedEx International Priority DirectDistribution transportation charges between the shipper, consignee and/or third party. This option must be arranged through your FedEx Account Executive.

N. Customers not utilizing the split billing option may bill transportation charges and duties and taxes to the sender or third party. "Bill Recipient" is not available.

O. The Money-Back Guarantee for shipment delays is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.

FUEL SURCHARGE

Due to the potential for significant fluctuations in the market for aviation and vehicle fuel, we reserve the right to assess a temporary fuel surcharge on shipments without notice. Any

such surcharge will be applied for such periods as we may determine necessary.

As of the date of publication of this FedEx Service Guide, a two percent (2%) surcharge applies.

HOLD AT FEDEX LOCATION

"Hold at FedEx Location" Service is available upon request at designated FedEx locations for pickup by the recipient. (Hold at FedEx Location Service is not available at every FedEx location; see the FedEx Worldwide Directory.) Shipments not picked up by the recipient within five (5) business days at the destination station will be considered undeliverable. (See "Undeliverable Shipments.")

INSPECTION OF SHIPMENTS

We may, at our option, open and inspect any shipment at any time. Governmental authorities may also open and inspect any shipment at any time.

LIABILITIES NOT ASSUMED

WE WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OR US$9.07 PER LB., WHICHEVER IS GREATER, FOR CARRIAGE OF A SHIPMENT ARISING FROM TRANSPORTATION SUBJECT TO THE SERVICE CONDITIONS CONTAINED IN THIS SERVICE GUIDE, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

If we inadvertently accept a shipment with a destination city or cities which we do not serve in a country to which FedEx International Express Services are provided, we may attempt to complete the delivery. However, in such

circumstances, we will not be liable and we will not provide any Proof of Delivery. The delivery commitment listed for such country will not apply, and the applicable rate will be the highest for that country plus the maximum Extended Service Area surcharge. (See FedEx Worldwide Directory.) Such shipments will not be eligible for the Money-Back Guarantee.

We will not be liable or responsible for loss, damage or delay caused by events we cannot control. Exposure to and risk of any such loss is assumed by you or transferred by you to an insurance carrier through the purchase of an insurance policy. You should contact your insurance agent or broker if insurance coverage is desired.

WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

Our liability for any package from the U.S. to Puerto Rico and tendered using a FedEx Customer Automation device is limited to $100 or $9.07 per pound, whichever is greater.

We will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information including, but not limited to, any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting from:

A. The act, default or omission of the sender, recipient or anyone else with an interest in the shipment.

B. The nature of the shipment or any defect, characteristic or inherent vice of the shipment.

C. Your violation of any of the terms and conditions contained on our air waybill, in this Service Guide as amended from time to time, standard conditions of carriage, tariff or other terms and conditions applicable to your shipment, including, but not limited to, incorrect declaration

of cargo, improper or insufficient packing, securing, marking or addressing of shipments.

D. Perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, acts or omissions of Customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war or weather conditions (as determined solely by FedEx), or national or local disruptions in air or ground transportation networks due to events beyond our control, conditions that present a danger to our personnel, or disruption or failure of communication and information systems: In such circumstances, we will make reasonable efforts to transport and deliver.packages to their destination as quickly as practicable under the circumstances; and we are under no duty to advise you of the potential existence of any one or more of these circumstances.

E. Acts or omissions of any person other than us, including our compliance with verbal or written delivery instructions from the sender or recipient.

F. Loss of or damage to articles packed and sealed in packages by the sender, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the recipient without written notice of damage or the delivery record.

G. Delays caused by Customs clearance procedures or those of other regulatory agencies.

H. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes.

I. Our inability to provide a copy of the delivery record.

J. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media or erasure of photographic images/sound tracks from exposed film.

K. Our failure to honor "package orientation" graphics (e.g., "UP" arrows or "THIS END UP" markings) or other

sender's instructions on packaging, or damage to shipments not in packaging approved by us prior to shipment where such prior approval is recommended or required herein.

L. Fluorescent tubes, neon lighting, neon signs and X-ray tubes. Due to the extremely fragile nature of these items, shipping is discouraged via FedEx. We assume no liabilities for these items.

M. Our failure to notify you of any delay or loss of your shipment. N. FedEx will not be liable for shipments released without obtaining a signature if the recipient has provided authorization by signing a release delivery authorization and indemnification agreement.

O. Our failure or inability to attempt to contact the sender or recipient concerning incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.

METHOD OF PAYMENT

Acceptable methods of payment are: check, money order, credit card (MasterCard, VISA, American Express, Diners Club, Carte Blanche, Discover Card, Optima), charge to a valid FedEx Account Number in good credit standing, and cash. (However, at some locations or in some pickup areas cash is not accepted.) If we are unable to obtain payment on any transportation billed to a credit card listed above, we may invoice you and you agree to pay a ten dollar ($10) billing fee. Payment by electronic funds transfer is available only by prior written agreement. FedEx does not accept counter checks or third-party checks.

MONEY-BACK GUARANTEE* POLICY

For U.S.-based payors, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if we deliver a shipment 60

seconds or more after the applicable delivery commitment time.

The following limitations apply:

A. Where Customs or other regulatory agency clearances are delayed due to omissions in your documentation, our delivery commitment time is modified by adding one business day for each day (or portion thereof) that such clearances are delayed. (See FedEx Worldwide Directory.)

B. An exact delivery commitment time can be obtained only by telephoning Customer Service and supplying us with all of the following:

1. Commodity being shipped
2. Date of the shipment
3. Exact destination
4. Weight of the shipment
5. Value of the shipment

Any transit time published in the Service Guide, the FedEx Worldwide Directory or elsewhere or quoted by Customer Service without the above five required facts is only an estimate and is not a stated delivery commitment time.

C. If the sender or recipient specifies a Customs broker other than FedEx (where this service is available), notification may be given to the broker by 12:00 noon on the first business day the shipment is available for Customs clearance in the destination country, and such notification constitutes timely delivery. If the actual shipment is released to the broker in bond, our responsibility terminates at the time we relinquish custody of the shipment to the broker.

However, if we retain custody of the shipment and are requested to deliver the shipment, following receipt of the appropriate Customs release paperwork from another Customs broker following Customs or other regulatory clearances, our delivery commitment time is modified by adding one business day for each day (or portion thereof) that our receipt of the paperwork is delayed.

D. For invoiced shipments and for shipments sent using an automated device, we must receive your notification (in writing or by telephone) of a service failure within 30 calendar days from the invoice date. You must furnish with your payment the invoice numbers to which your payment applies. If an invoice is not paid in full, the reason for each unpaid charge must be noted with its air waybill or package tracking number.

E. For shipments that we don't invoice (paid by cash, check, money order or credit card), you must notify us (in writing or by telephone) of a service failure within 30 calendar days from the date of shipment.

F. Notification of a service failure must include the account number, if any, the air waybill or package tracking number, the date of shipment and complete recipient information.

G. A service failure will not be deemed to have occurred if within 30 calendar days after you notify us we provide you with:

1. Proof of timely delivery, consisting of the date and time of delivery and name of the person who signed for the shipment, or
2. Service exception information reflecting that the failure to deliver timely resulted from circumstances described under "Liabilities Not Assumed."

   We are not obligated to respond if your request is not received within the time limits stated above.
3. A service failure will not be deemed to have occurred if a "bill to" account number was provided at the time of shipment that was not in good credit standing and the package was held until alternate payment arrangements were secured.

H. Only one refund or credit is permitted per package. In the case of multiple-package shipments, this Money-Back Guarantee will apply to every package in the shipment. If a service failure occurs for any package within the shipment, a

refund or credit will be given only for the portion of the transportation charges applicable to that package.

I. A refund or credit will be given only if complete recipient information was provided at the time of shipment. Complete recipient information must be provided on either the air waybill or through any FedEx automated device.

J. A refund or credit will not be given for shipments delayed due to incorrect addresses or to the unavailability or refusal of a person to accept delivery, whether or not the package is returned to the shipper, or sign for the package or due to any of the causes described under "Liabilities Not Assumed."

K. This Money-Back Guarantee does not apply to requests for invoice adjustment based on overcharges (see "Billing") or shipments to RO. Box addresses acceptable for delivery. (See "Post Office Box Addresses.")

L. This Money-Back Guarantee applies only to transportation charges paid by U.S.-based payors and does not apply to duties, taxes or other charges.

M. A refund or credit will not be given to customers using FedEx automated shipping devices if incorrect package tracking numbers are applied to the subject package or shipment.

N. This Money-Back Guarantee applies to shipments tendered under FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Priority Plus and FedEx International Broker Select. This Money-Back Guarantee applies only to FedEx International Economy shipments to Canada and Puerto Rico.

O. This Money-Back Guarantee does not apply to undeliverable or returned shipments or any shipment containing dangerous goods.

P. This Money-Back Guarantee does not apply to delays in delivery caused by adherence to FedEx policies regarding the

payment of duties and taxes prior to Customs clearance or at delivery.

Q. See FedEx International Broker Select for additional restrictions on the Money-Back Guarantee applicable to such shipments.

R. Credits for transportation charges will be applied to the payor's account only, and refunds will be made payable to the payor only.

Written requests for refunds or credits under this policy should be directed to:

(Via FedEx Letter:)	(Via U.S. Postal Service:)
FedEx Corporation	FedEx Corporation
Customer Account Services	Customer Account Services
3965 Airways Blvd.	P.O. Box 727, Dept. 4741
Module G	Memphis, TN 38194
Memphis, TN 38116	

Via FedEx Toll-Free Fax Service: (800)548-3020

** Offer void where prohibited by law.*

M ULTIPLE-PACKAGE SHIPMENTS

A. Multiple-package shipments are acceptable to all international points that we serve.

B. You may ship up to 999 packages (except shipments in FedEx Letter, FedEx 10kg Box and FedEx 25kg Box packaging) on an international air waybill, provided the weight of each individual package within the shipment does not exceed the specified limits for the destination country and no more than four (4) commodities are shipped. You may ship multiple packages of the same service type (except shipments in FedEx Letter, FedEx 10kg Box and FedEx 25kg Box packaging) going to a single recipient from the same point of origin, and moving on one FedEx International Air Waybill.

C. FedEx International Priority shipments, FedEx International Priority Freight and FedEx International

Economy shipments exceeding 1,500 Ibs. require advance arrangements with us. Contact the Freight Services Desk at (800)332-0807.

D. A separate address label must be applied to each package in a shipment. The recipient's complete name and address must be clearly indicated.

E. You may ship only one FedEx Letter, FedEx 10kg Box or FedEx 25kg Box per air waybill.

PACKAGE CONSOLIDATORS

FedEx cannot accept a consolidation under FedEx International Express Services or FedEx International Broker Select from a forwarder.

PACKAGE TRACKING/TRACING

Tracing of international packages is available upon request. Call Customer Service and a tracing specialist will assist you. To trace your package, you must have all of the following information when you call us:

A. Air waybill number.
B. Date of shipment.
C. Recipient's name and address.
D. Number of packages and total weight of shipment.
E. Contents and value of shipment.
F. Your name and phone number, so we can call you back with the information you need.

Proof of pickup is available upon request. Call Customer Service. You must have the following information when you call:

A. Pickup number, or
B. Air waybill or package tracking number.

PACKAGING AND MARKING

A. All packages must be prepared and packed by the sender for safe transportation, assuming ordinary care in handling.

Any articles susceptible to damage as a result of any condition which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by the sender. Each shipment must be legibly and durably marked with the name, address and ZIP code/postal code of the sender and recipient. Address labels should be placed on two sides of each package in the shipment. An additional label should be enclosed inside each box.

FedEx packaging or corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment.

B. Dangerous goods should not be shipped in FedEx packaging and are not accepted at FedEx Drop Boxes or FedEx ShipSites. (For dangerous goods requirements, see "Dangerous Goods.")

C. Blood, urine and other non-infectious liquid diagnostic specimens will be accepted only when shipped in a watertight primary receptacle and watertight secondary packaging and if not restricted by the destination country. An absorbent material must be placed between the primary receptacle and the secondary packaging. If multiple primary receptacles are placed in secondary packaging, they must be wrapped individually to ensure that contact between them is prevented. The absorbent material, such as cotton wool, must be sufficient to absorb the entire contents of all primary receptacles. It is the responsibility of the shipper to ensure that adequate absorbent material is used. Sturdy outside packaging constructed of cardboard/corrugated fiberboard,

wood, metal or rigid plastic must be used. This outside packaging may be no smaller than 8" in length, 6" in width and 4" in depth and should be large enough to accommodate a FedEx air waybill and pouch. Unacceptable packaging includes, but is not limited to, FedEx packaging, Styrofoam™, plastic bags or paper envelopes. We will refuse to accept packages not meeting these or any federal requirements. These shipments will not be accepted at FedEx Drop Boxes or Self-Service Mini-Centers. For additional information or assistance concerning approved packaging materials, call Packaging Design and Development at (800)633-7019.

D. Expanded polystyrene foam coolers (Styrofoam™) must be shipped inside a sturdy outer container unless preapproved by the FedEx Packaging Design and Development Department, (800)633-7019.

E. It is the shipper's sole responsibility to complete the air waybill or the Shipper's Declaration for Dangerous Goods, if appropriate, or verify that they have been completed correctly.

F. For FedEx International Airport-to-Airport shipments only, separate air waybills must be used when dangerous goods and nondan-gerous goods shipments are sent to the same recipient on the same day.

PICKUP AND DELIVERY

A. A three dollar ($3) pickup charge will apply to any shipment pickup request for nonfreight services made to FedEx, no matter how the request is communicated, including requests via a FedEx automated shipping device.

1. The rates in the FedEx Service Guide are valid for any package tendered at a FedEx location.
2. The $3 per-shipment pickup charge will not apply if a customer drops a package off at a FedEx location, including FedEx Drop Boxes, FedEx World Service

Centers, FedEx ShipSites and FedEx Authorized ShipCenters; however, freight (pieces with billable weight of 151 lbs. or more) may be dropped off only at a designated FedEx Freight location. In addition to the courier pickup charge, a $10 special handling fee will be applied to shipments picked up in the U.S. on Saturday or delivered on Saturday. The courier pickup charge does not apply to freight shipments.

3. This charge may not apply to customers with a regular stop or discount unless those customers request a pickup after their courier's scheduled pickup time.
4. For U.S. export packages tendered utilizing a FedEx Account Number, the $3 per-shipment pickup charge will be assessed to the account number billed for the transportation charges. It will appear as a separate line item on the FedEx invoice. The pickup charge will be collected at the time the shipment is tendered to FedEx, whether paid for by cash (not accepted at all locations), check, money order or credit card.
5. A $3 per-package pickup charge will apply to shipments from the U.S. to Puerto Rico, but not from Puerto Rico to the U.S.

The $3 per-shipment pickup charge is in addition to any other applicable surcharges or special handling fees.

B. We provide delivery service at no additional charge to international destinations within primary service areas.

C. Agents are utilized for deliveries to points in Extended Service Areas (ESA). Depending on the final destination, an ESA surcharge of $20 (or $0.20 per pound, whichever is greater) per shipment may be applied for U.S. export shipments. Please call Customer Service to determine if your shipment will be subject to an ESA surcharge. (See FedEx Worldwide Directory.)

D. Shipments are delivered to the recipient's address but not necessarily the named recipient personally. Shipment

addresses must always include the complete street address of the recipient and telephone or telex number. Shipments may be released withoutobtaining a signature if the recipient has provided authorization by signing a release delivery authorization and indemnification agreement.

E. Shipments to hotels, government offices or installations, university campuses or other facilities which utilize a mailroom or central receiving area may be delivered to the mailroom or central receiving area.

F. Any person scheduling a pickup other than the sender must provide a valid FedEx Account Number in good credit standing; otherwise, the pickup must be scheduled by the sender. From the time the pickup is scheduled, a minimum of two hours is required for our response (call International Customer Service at (800)247-4747 for the specific times required). Repeated nonproductive pickups may result in the cancellation of these privileges.

G. If we inadvertently accept a shipment with a destination city not served in a country to which FedEx International Priority is provided, we may attempt to complete the delivery. However, certain limitations will apply. (See "Liabilities Not Assumed.")

H. Your shipment may be delayed or returned if we determine at any time that it is billed to a FedEx Account Number which is not in good credit standing. An alternate payment method will be required.

I. FedEx International Priority Freight shipments picked up or delivered to H3 areas will be picked up or delivered via cartage agents. A $50 H3 pickup or delivery special handling fee will apply.

J. FedEx will not be liable for any package where our records do not reflect that the package was tendered by the customer.

K. FedEx may, at our sole discretion, use alternative delivery arrangements to maintain the safety of our employees.

POST OFFICE BOX ADDRESSES

Shipments addressed to a post office box are acceptable to all countries served by FedEx, excluding U.S. destinations and U.S. military post office box addresses such as APO and FPO.

Your recipient's name and a valid telephone/fax/telex number must be included on the air waybill. If a valid telephone/fax/telex number is not provided, a US$10 address-correction special handling fee will be assessed for U.S. export shipments. Since additional address research is often necessary, our normal delivery commitments and our Money-Back Guarantee will not apply.

PROOF OF PERFORMANCE/VERBAL

When requested by the sender or recipient, verbal confirmation of delivery (date, time and name of person who signed for the shipment) is available. For shipments to many countries that we serve, this information is usually available by 12:00 midnight local time in the country of delivery on the day of scheduled delivery. This information may be available by 12:00 midnight local time in the country of delivery on the day or several business days following scheduled delivery for shipments destined to certain points in Algeria, American Samoa, Angola, Anguilla, Antigua, Argentina, Australia, Austria, Barbuda, Benin, Bolivia, Bonaire, Botswana, Brazil, British Virgin Islands, Brunei, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Canada, Cape Verde, Chile, China, Colombia, Congo, Cook Islands, Croatia, Curacao, Czech Republic, Denmark, Djibouti, Dominica, Ecuador, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Fiji, Finland, France, French Guiana, French Polynesia, Gabon, Gambia,

Germany, Ghana, Greece, Grenada, Guadeloupe, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Hungary, Iceland, India, Indonesia, Iran, Ireland (Republic of), Israel, Italy, Ivory Coast, Jamaica, Japan, Kenya, Korea (South), Lebanon, Lesotho, Madagascar, Malawi, Malaysia, Mall, Malta, Marshall Islands, Mauritania, Mauritius, Micronesia, Montserrat, Morocco, Mozambique, Namibia, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Niger, Nigeria; Northern Ireland (U.K.), Norway, Pakistan, Palau, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Qatar, Reunion, Romania, Rwanda, Saba, St. Eustatius, St. Kitts and Nevis, St. Martin, St. Vincent, Saipan, Saudi Arabia, Senegal, Seychelles, Slovak Republic, South Africa, Spain, Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria, Tanzania, Thailand, Trinidad and Tobago, Togo, Tunisia, Uganda, Ukraine, United Kingdom, U.S. Virgin Islands, Venezuela, Vietnam, Yemen, Zaire, Zambia and Zimbabwe.

Proof of performance is not available for document shipments to Tunisia and is not available for either document or nondocument shipments to Equatorial Guinea.

PROOF OF PERFORMANCE/WRITTEN

When requested by the sender or recipient within one year of the shipping date, we will, at our option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made to points listed. We assume no liability for our inability to provide a copy of the delivery record. Proof of performance is not available for document shipments to Tunisia and is not available for either document or nondocument shipments to Equatorial Guinea.

RATE QUOTATIONS

Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and Service may vary based upon the shipment actually tendered and the application of these Service Conditions. We will not be liable for, nor will any adjustment, refund or credit of any kind be made as a result of, any discrepancy in the rate or service quotation made prior to the actual tender of the shipment and what appears on the actual invoice, unless the rate or service applied at the time of original invoicing is inconsistent with the shipment actually tendered. WE DO NOT PROVIDE QUOTATIONS OR ESTIMATES OF CUSTOMS DUTIES OR TAXES.

NOTE: Rates and special handling fees are determined by the country where the shipment originated and are in that country's currency. If the payor's preferred currency is different from the origin currency, the rate and special handling fees will be converted to the payor's preferred currency.

RE-DELIVERY SERVICE

This service will be provided upon request, at no additional charge. However, if delivery of a shipment to a residential address (including a residence used as an office) cannot be completed on the initial delivery attempt, we will at our sole option, either reattempt delivery, and/or hold the shipment at our facility until positive contact can be made with the recipient to establish further delivery instructions.

After three (3) attempts to deliver and/or three attempts to notify the recipient, or five (5) business days from the date of shipment, whichever occurs first, the shipment will be considered undeliverable. (See "Undeliverable Packages.")

REFUSAL OR REJECTION OF SHIPMENTS

We reserve the right to refuse, hold or return a shipment when in our opinion (a) the shipment would be likely to cause damage or delay to other shipments, equipment or personnel, (b) when the car-riage of the shipment may be prohibited by law or may violate any of the Service Conditions in this Service Guide as amended from time to time, (c) the bill to account number is not valid and in good credit standing with FedEx, or (d) where acceptance of the shipment or shipments may jeopardize the provision of service to other customers, as solely determined by FedEx.

REGULAR STOP PICKUP

A. If you consistently have regular FedEx packages to be picked up at least three days every week, and such shipping volume and regularity is verified by FedEx, you may qualify to be a regular stop customer.

To be eligible to be a regular stop customer, you must:

1. Have a valid FedEx Account Number in good standing,
2. Have sufficient consistent package volume (shipments at least three days per week, Monday-Friday),
3. Have a prearranged agreement for the pickup stop on specific schedule of days and time,
4. Be preapproved by your local FedEx station, and
5. Have your shipping activity monitored to ensure your continued eligibility.

B. Regular stop customers also may be required to process their shipments using a FedEx automated shipping device, such as a FedEx PowerShip or by FedEx Ship software. If shipping frequency is not maintained, FedEx may remove your regular stop status, and the $3 per-shipment pickup charge will apply. FedEx reserves the right to make changes to a customer's regular stop status at any time.

C. Customers who are a regular stop are not subject to the $3 per-shipment pickup charge for U.S. export shipments unless they request a pickup after their courier's scheduled pickup time.

RESTRICTIONS

A. Size restrictions vary by country.

B. Per-package weight limits may vary by country.

C. There is no limit on the aggregate weight of a multiple-piece shipment (except to Argentina) provided each individual package within the shipment does not exceed the per-package weight limit specified in this Guide for the destination country. Shipments exceeding 500 lbs. require advance arrangements with us. You must call us to arrange for pickup commitments and delivery commitments. The Money-Back Guarantee will apply only once a delivery commitment has been established by FedEx after pickup of your shipment.

D. FedEx Letter, FedEx Pak, FedEx 10kg Box and FedEx 25kg Box shipments must be tendered in the appropriate FedEx packaging.

E. No more than one type of service may be indicated on a single air waybill and no more than one FedEx Letter, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.

F. You may ship up to ten (10) different commodities on a single air waybill.

G. Blood, urine and other liquid diagnostic specimens containing infectious substances are considered dangerous goods. (See "Dangerous Goods.") IATA regulations apply. Other blood, urine and diagnostic specimens must be packaged to specific standards that we require. (See "Packaging and Marking.")

H. Pharmaceuticals. Shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable

federal, state or local laws. The shipper is responsible for compliance with all applicable laws.

I. The following items are not acceptable for carriage to any international destinations unless otherwise indicated. (Additional restrictions may apply depending on destination. Various regulatory clearances in addition to Customs clearance may be required for certain commodities; therefore, extending the transit time.) (See FedEx Worldwide Directory.)

1. **APO/FPO addresses**
2. C.O.D. shipments
3. Human corpses, human organs or body parts; cremated or disinterred human remains
4. Explosives -- except Class 1.4 to Japan, Germany, United Kingdom, Canada
5. Firearms, weaponry and their parts (acceptable to Puerto Rico)
6. Foodstuffs, perishable food articles and beverages requiring refrigeration or other environmental control
7. Live insects, animals and plants, including cut flowers (cut flowers are acceptable to selected points in Canada and to the United States -- advance arrangements are required for import only into the U.S.)
8. Lottery tickets, gambling devices where prohibited by national, provincial, state, or local law
9. Money (coins [except collectible], cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters)
10. Personal items where the importer is claiming duty-free entry
11. Pornography
12. Shipments being processed under:

a. Duty drawback claims unless advance arrangements are made
b. Temporary Import Bonds unless advance arrangements are made with FedEx Global Regulatory Services; call (800)851-3336.
c. State Department Licenses
d. Carnets
e. Drug Enforcement Administration licenses

13. Hazardous waste and used hypodermic needles and/or syringes, sharps or medical waste
14. Wet ice (frozen water), unless in packaging preapproved by the FedEx Packaging Design and Development Department prior to shipment. For more information call (800)633-7019.
15. Shipments which may cause damage to, or delay of, equipment, personnel or other shipments
16. Shipments requiring us to obtain any special license or permit for transportation, importation or exportation
17. Shipments the carriage, importation or exportation of which is prohibited by any law, statute or regulation
18. Shipments with a declared value for Customs in excess of that permitted for a specific destination. (See "Declared Value. ")
19. Dangerous Goods except as permitted under the "Dangerous Goods" section of these Service Conditions Dead animals or animals that have been mounted
21. Live Fish: We will accept live fish for international shipment on an exception basis only when pre-shipment procedures are followed. Customers must contact their FedEx Account Executive to complete the procedures.

The packaging of live fish for international shipments must be tested and approved by the FedEx PackagingDesign and Development Department prior to the live fish shipment being accepted by FedEx. If there are any questions regarding the testing process, please call (800)6337019 and speak to the packaging staff. It is ultimately the responsibility of the shipper to adequately package the shipment for all temperature extremes and handling that may be encountered. FedEx will not pay any damage claims for these shipments.

22. Shipments of beer, wine and distilled spirits will not be accepted inbound to the U.S. unless recipient is a licensed distributor, wholesaler, retailer or distiller

Shipments that are wet, leaking or emit a foul odor

J. The declared value for carriage cannot exceed the declared value for Customs as indicated on the air waybill.

ROUTING AND RE-ROUTING

We will determine the routing of all shipments. Some shipments may be consolidated or forwarded by FedEx for transportation on foreign air carriers, on either a charter or an interline basis as FedEx may determine. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

FedEx assumes no obligation to carry the goods by any specified aircraft or over any p/articular route or to make connection at any point according to any schedules. You agree that FedEx may, without notice, substitute alternate carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle.

YOU AGREE THAT THERE ARE NO STOPPING PLACES WHICH ARE AGREED AT THE TIME OF THE

TENDER OF THE SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY WE DEEM APPROPRIATE.

SATURDAY SERVICE

Shipments destined for international points may be picked up on Saturday in our AA and AM primary service areas (see FedEx Worldwide Directory) in the U.S. for a special handling fee of $10. There will be no additional charge for shipments dropped off on Saturday at a FedEx location.

We do not pick up from FedEx Drop Boxes on Saturdays. The ship date for packages deposited in a FedEx Drop Box on Saturday will be the following Monday. Saturday delivery is available to selected international locations. Please call Customer Service for more information.

STORAGE CHARGES

A storage charge of US$20 or $0.20 per lb., per day, whichever is greater, will be applied to any shipment that is unclaimed or otherwise left in a FedEx location for more than 48 hours following notice to the recipient or designated broker of the shipment's availability or of additional documentation required for regulatory clearances.

UNDELIVERABLE SHIPMENTS

A. If a shipment is undeliverable for any reason, we may attempt to notify the sender to arrange for the return of the shipment, if local Customs regulations will allow. If the sender cannot be contacted within five (5) business days, we may place the shipment in a general order warehouse or a Customs-bonded warehouse or will dispose of the shipment. In any event, if a package cannot be delivered or returned, the package may be transferred or disposed of by FedEx in its discretion and at any location. Shipper, if known, agrees to pay any costs incurred.

B. For shipments returned from international points to the U.S., return charges and fees will be assessed to the original shipper, along with the original charges and fees. Also included will be any other charges incurred by us, including, but not limited to, duties, taxes and storage fees, if applicable. For returned shipments containing dangerous goods, Shipper must supply a completed return air waybill and all other required documents.

C. Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or a Customs-bonded warehouse or disposed of in our sole discretion and at any location. Shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES.

* * *

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OVERNIGHT FREIGHT, FEDEX 2DAY FREIGHT, FedEx Express Saver, PARTSBANK, COSMOS, FLYING TIGERS, TIGERS, The World On Time, FedEx Ship, FedEx SameDay, FedEx ShipSite, FedEx International Broker Select, FedEx Authorized ShipCenter, POWERSHIP, POWERSHIP 2, POWERSHIP 3, POWERSHIP PLUS, POWERSHIP PassPort, FedEx International Priority, FedEx International Priority Plus, FedEx International MailService, SUPERTRACKER, FEDEX INTERNATIONAL EXPRESSfreight and EXPRESSfreighter. Federal Express is also owner of the marks EXPRESSMERGE, FedEx International First, The Way the World Works, FedEx International Economy, FedEx International Priority DirectDistribution, FEDEX WORLD and EXPRESSClear.

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